THE FIRST PART OF SYMBOLEOGRAPHY.

VVhich may be termed, The Art, or Deſcription, of Inſtruments and Preſidents.

Collected

By VVILLIAM VVEST of the Inner Temple ESQVIRE.

Augmented with diuers new Preſidents not heretofore printed.

Alij multa perficiunt: Nos nonnulla conamur: Illi poſſunt: Nos volumus.

Ingenij cibus Studium, ſtudijq; diligentia.

LONDON,
Printed by the Aſſignes of *John More* Eſq.
1 6 3 2.

THE

FIRST PART

OF

STENOGRAPHY.

Which may be termed, The Art,

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and Characters,

Collected

By WILLIAM WEST of the In-

ner Temple Esquire.

LONDON,

Printed by the Assigns of John More Esq.

1 6 3 2.

Viro Iuriſprudentia, pietate, authoritate *præſtantiſsimo, Edmundo Anderſon Militi,*
Regiæ Maieſtati Iudici primario ciuilium actionum,
patrono ſuo omni obſeruantia colendo, W. West
indicijs diu ac feliciter præſidere
ex animo optat.

Eſquiănus iam eſt (vir ornatiſsime) ex quo primum hoc opus Symbolæographicum opera curaq; mea ſub fauſtiſsimis nominis tui auſpicijs in lucem feliciter prodijt. Cogitari certe quidem vix poteſt quanto hominum ſtudio atque applauſu (te patrono) fuerit acceptum, adeo vt nihil vnquam eiuſdem generis ipſis gratum magis aut probatum haberetur. Verunt amen quemadmodum alijs etiam in rebus uſu venire aſſolet, nihil primo vt naſcatur perfectum; Itidem et in hoc negotio non potuit non contingere, quin nonnulla nec plene, nec accurate ſatis polita atq; deſcripta eſſent: Quinimo plurima, partim quidem deſiderata, partim vero redundătia, partim etiam indigeſta eſſent. Quibus quidem incommodis ipſe aliquando mederi conſtitueram, quod ne integrè præſtare potuerim, multa me etiam hactenus impediunt. Nam (ſi quod verum eſt libere fateri liceat) quam primũ Typographus exempla omnia priora (ſpecitius) diſtraxiſſet, neſperatum inde lucrum diutius expectaret, me tandẽ ex improuiſo nil tale adhuc ſomniantem, immo alio deſtinatum, de noua etiã editione ſtatim ineunda ſummonuit, vehementer rogitans vt teneram atq; informem iſtã prolẽ, læto vultu agnoſcere, fauere, ac ad vitæ inſtar relãbere non dedignarer. Illius autẽ petitioni honeſtæ certe (mihi tamen tunc temporis plurimis magni momenti negotijs implicato nõ ſatis æque) non potui aſſentire. Ex quo enim hanc commentandi pro-

uinciam semel suscepissem, nihil prorsus mihi potius tentandum videbatur quam vt in quo congerendo aliquantulum à me iam elaboratum est, in eodē etiā digerendo atq; honestando diutius adhuc immorari, ipsumque denuo typis excusum auctiorē adeoque emendatiorem exhibere curarem. Quæ igitur tantillo tēpore ad hanc rem conferre potuit mea tenuitas, ea omnia libentissime contuli. Cumque in prima editione Hebræa aliquot, Græca autē non pauca interseruissem, illa nunc omnia ne imperitiorum studia ac progressus, obscuritatis specie, linguarum ignorantia remoretur, penitus sustuli: ipsorum potius vtilitati quàm meæ æstimationi inseruiens. Nam vtq; se res habet, ex vsu mihi omnia æstimanda atq; approbanda videntur. Quod vero iam postremum atque omnium adeo maximum est (vir illustrissime) vt hos meos labores qualescunque, non minores, quam illos in genus priores, benignitate excipere, & patrocinio iam tertio tutari velis, te etiam atq; etiā rogo. Te denique (Iurisconsultissime) æternus Iudex non Anglicano tantū Regno, regiæque Maiestati serenissimæ, sed vniuersis quoq; veræ Iurisprudentiæ vere studiosis quam diutissime servet incolumen. Vale, Rotheramiæ, Maii octavo,

Tui honoris studiosissimus

W. West.

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FINIS.

THE FIRST BOOKE OF SYMBOLEOGRAPHY, DESCRIBING THE METHOD and forme requisite to be obserued in making of Instruments extraiudiciall.

What Symbolæography is.

SYmbolæography is an Art or cunning, rightly to forme & make writtē Instruments. Sect. 1.

Symbolæography is either iudiciall or extraiudiciall.

Symbolæography extraiudiciall, is the first part thereof, which is altogether occupied in the description of such Instruments, as concerne matter not yet iudicially in controuersie.

Which be of two sorts, namely, Instruments of agréements, or Contracts, and of Testaments or last Wils.

For the easier vnderstanding whereof, before we take in hand to describe them, it séemeth conuenient in some sort briefly to peruse and set downe the generall natures of Contracts and last Wils, and of such Obligations in law, as they vséd the stuffe or matter (whereof such Instruments are to be made:) beginning with obligations.

Obligations.

The definition or description of Obligations, and the causes thereof.

AN Obligation therefore is the second head, in which the right of persons is séene: all whose substance consisteth not in this, that it should make any body or seruice ours, but to binde another to vs, to giue, do, or performe some thing. Sect. 2.

Hereupon an Obligation is defined, the right of a person by which he hath another person bound vnto him, to pay that he oweth.

And it standeth in this point, that some thing be done or performed: And the same either a thing or a person, and either the thing it selfe, or the interest or damage, or both together.

And all the doctrine of Obligations consisteth either in making of an Obligation, or in the dissoluing of the same when it is made.

The constitution or making of an Obligation resteth in the causes and manner of making thereof.

The supreame cause (which is also common to all other effects of law)

is right, the inferiour cause thereof is the act of man, which rather giueth occasion of the Obligation, than inducеth the same.

For although to the making of Obligations, the mind and will of man be very necessary, yet thereof ariseth the Obligation, not for that a man willeth, but for the right and fact granteth such obligation to arise: & on the other side it happeneth often, that a man will not be bound, & yet neuertheless is bound if he commit any such thing by which right will haue him to be bound, as in Obligations with offences.

Right therefore is the chiefest cause of Obligations, the fact of man the remote cause, sine qua non: that the principall cause, this the secondary.

And therefore it is termed the bond of right, or law.

Of Obligations, some be simple, and some be mixt.

A simple or single Obligation is that which leaneth vpon right onely, that is naturall right, or ciuill right only.

Which is so either naturall or ciuill.

The naturall Obligation is that wherby a man is bound to yéeld that only which he oweth naturally: & that is also called the right of the law of nations.

A ciuill Obligation is whereby a man is bound by ciuill law, to render that which he ought ciuilly.

A mixt obligation consisteth of both laws, naturall and ciuill.

In euery Obligation the one is called the creditor, or obligée, the other the debtor or obligor: and by diuers other more speciall names, according to the sundry formes of Obligations & Contracts: as feoffor and feoffée, lessor and lessée, grantor and grantée, donor & donée, vendor and vendée, &c.

The creditor is he to whom any thing is due by Obligation.

The debtor is he that is bound.

Such is the distinction of obligations by the efficient & originall cause thereof.

Of the fact of Man.

Sect. 3. NOw the fact of that person, and the person himselfe, are to be considered. The fact is the couenant or agréement, or the offence, which two are the only way making Obligations.

The person is he which either agréeth or offendeth, and beside him none other.

And both may be bound either mediatly or immediately,

Immediately, if he which is bound do agrée.

Mediately, when if he which by nature differeth from him, but not by law, whereby as by some bond he is fained to be all one person, doth contract or offend, of which sort in some cases be those which be in our power, as a wife, a bondman, seruant, a factor, an Atturney, or Procurator, exceeding their authority.

Of

Of Couenants and agreements, and who may make them.

A Couenant is the consent of two or more, in one selfe thing, to giue, or to doe somewhat. Sect. 4.

This consent is here of them, which both by nature may consent, and to whom it is by law permitted to consent.

For all which by nature can consent, cannot also consent by law.

But all may consent of what Sex soeuer they be, male, or Female.

But age hindereth some, and some the defect of the body, as dumbnesse, deafenes, blindnes, and some the defect of mind, so that they cãnot consent.

Age hindereth those which be within the age of xxj. yeares: Defect of the mind those which be of full age. And nature both, with the consent of law, but not all after one sort.

Infants which vnderstand not what is done, can therfore neither make Obligation, nor couenant, either ciuill or naturall, which may take beginning at their persons, Except such as be of the age of discretion, that is, males of the age of xiiij. yeares, and females of xij. yéeres, which may couenant and be bound in some cases as for necessary food, rayment, schooling, instruction, and mariage &c. or as executor to another, Doct. Stud. lib. 2. cap. 27. Minor.

The vice or defect of the minde, as Madnes, Lunacie, Ideocy, hindreth the making of Agréements and Contracts. Furiosus. Lunaticus. Ideota.

Of Consent true or feigned, or in deed and in Law.

FVrthermore, the consent in Couenants, is two wayes considered: the one as it is true or feined, the other as it is pure or conditionall. Sect. 5. Consensus verus.

I vnderstand that to be a true consent, which commeth vnto the fact of man, appointed vnto that end, that by the same he may be said to consent: of which sort it is, almost in all couenants. And this true consent is sometime expressed, and sometime concealed, or implyed.

A true consent expressed is that which is declared by word or déed: by word, either vttered by mouth, or shewed by writing or messenger.

The consent secret, or concealed, is, when one doth consent by not dissenting: whereas in the meane time he might haue hindred that done, if he had disagréed.

So that an expresse consent is allwayes in déed, and a secret consent in Law.

For they, betwéene whom there is nothing expressly agréed, concerning the nature and essence, which a couenant hath by law, are vnderstood secretly to consent to the nature of the Couenant which is appointed by Law.

The fained consent is by law for some fact, when the consent of both parties appeareth not, and yet in as much as the fact is done, they are by law both Fictus consensus.

both feined, and deemed to consent, for the nature and reason of the busines which is betweene them both.

In a true consent wee make choise with whom we will couenant: In a feined consent wee happen vpon him casually: In the true consents our wils conioyne vs: In the feined, fortune, or rather Gods prouidence. In true consents we begin at the fact of man: In the feined, at the Law.

Of pure Obligations and Couenants.

Sect.6. AND as farre forth as the consent is either pure or contionall, so farre forth by that qualitie some Couenants and Obligations bee pure, and some other conditionall.

Obligatio pura, pure Obligation is that, which is, and hath being forthwith, not being suspended or stayed with any condition.

Which sometime is pure simply, when the agreement is such, that by force of the obligation it may by and by be performed with effect: Sometimes pure after a certaine manner, and that by the adding to of time certaine, vnto which not the Obligation (which already is made) but the performance thereof is deferred.

Of conditionall Obligations or Couenants.

Sect.7. A Conditionall Obligation is that which is deferred to some chance, whose whole effect resteth in this, that if the condition happen, it may be drawen backe to the very time of the agreement, and be holden, euen as the agreement had beene originall pure.

But it behoueth the Condition to be possible in deed and in Law, otherwise the agreement is void.

Of bare promises.

Sect.8. A Consent in couenant, is sometime alone, and some time with cause.
Consensus solus. A sole consent consisteth in promise and agreement.
Policitatio. A promise is a couenant offered by one freely, which is of none effect in the law to produce an Obligatiõ, if there be no cause why it should be done

Of bare agreements.

Sect.9. AN agreement by sole cõsent, is a couenant cõsisting within the bouds and limits of his pleasure that maketh it: And therefore it is called
Factum et placitum, vel pactum nudũ. with vs Nudum pactum, which of his owne nature breedeth no obligation. As if I.S. promise to pay x.li. to P. L. not hauing quid pro quo 9.H.5. fol.14. For if a man promise to do or make any thing, and no agreement being made what he shall haue for his labour, it is Nudum pactum, 13.H.6.36. Of which sort bin all naturall obligations: as recompensing, requiting, and other bare promises without lawfull consideration.

Of Contracts.

A Couenant or agreement which hath a cause, is termed a contract, which is nothing else but an agreement with a lawfull cause or consideration. Doct. and Stud. lib. 2 cap. 24. Sect. 10. Consensus cum causa.

A cause is a businesse which being approued by law, maketh the obligation rise by the contract, and the action vpon the Obligation.

There are two principall Heads to bee obserued in the learning of Contracts: the one pertaineth to their Substance or Nature, the other to their adiuncts or accidents. Contractuum distributio.

The substance of Contracts.

THe substance of al contracts consisteth in consent, as their matter, and in the cause or businesse, as their forme. Sect. 11. Materia & forma cõtractuum

Yet that consent which is common to all contracts also distinguisheth them, and that by the diuersitie of the manner of consent which is vsed in Contracts.

For consent is sometimes vsed indeed, and sometimes fained, as in law so of contracts, some be true, and some be fained.

True Contracts, be contracts hauing a true consent ordained to that end that the contract may be made, and thereof an Obligation or bond. Contractus verus.

Which true consent is alwaies interposed of both sides, whether it be expressly or secretly: insomuch that if there be any error or deceit in the cõsent or thing, for which the contract is entred into, that contract is either made altogether none, or of one effect.

Therefore the true contracts be those, which are by mutuall consent of both parties: which consent is therefore interposed that the contracts may be, and that either both or the one may be bound thereby, and both these things euen from the beginning.

But if you marke the end and effect of contracts, there is no difference amongst them at all, but all equally, as well fained, as true contracts, breed obligations, which obligations so bred bring forth actions. Contractuum effects.

Againe, true contracts be distinguished by their cause, which is commõ to them all in generall, namely that in all contracts, some thing bee giuen or done, but in some, law hath set and distinguished the busines or cause in certaine limits, in which it hath forsaken the common nature. Contractuum causa cõmunis

And an act so long as it appeareth not, whether it may be referred to any certaine busines defined within certaine limits, or no, is left in his generall kind, and that common nature: as for example, when I giue I. S. money that hee may giue me something of his, In generall certes this contract is I giue, that he may giue. But when law hath severed & defined by certaine notes this busines, wherein a certaine price is giuen for a

certaine thing, and hath giuen thereunto a peculiar name, it may be called buying and selling. We are not now to looke backe to the generall name, I giue that I. S. may giue, but to the lowest species or kind that is buying selling, and the nature thereof. But if I giue thee a thing that thou maiest giue me a thing of thine, that act or businesse abideth in the generall name, I giue that thou maist giue, because the law hath set downe no certaine contract whereby one thing (other than money) may be giuen for another: neither truly by nature could certaine names be giuen to all and singular businesses, for that they be infinite: but words or names be infinite, and circumstances diuers.

Yet profit & the frequent vse of certain businesses, hath brought to passe that a certaine forme and name might be, and also is giuen vnto them.

Hence of true contracts, some be named, and some vnnamed.

Of named Contracts.

Sect. 12. Contractus nominati.

NAmed contracts be those which haue a cause by Law defined, & they are called by proper name.

The same also be termed certaine, because they are certaine in their forme, certaine in their number, and briefly, certaine in their name.

Besides these all the rest are vncertaine, as staying in that their generall appellation or name.

And it is to be vnderstood of named contracts, which is said in the rules of contracts, that in a perfect contract there is no place for repentance, that is, that a man cannot swarue from a Contract named perfect, either partis being vnwilling, nor except all things bee wholly restored, but that the same must altogether bee consummate, and either the thing contracted be performed, or if that cannot, in stead thereof the interest or dammages thereof.

And though those contracts only be named which haue receiued both name and forme of our Ciuill Law, and thereby it is to be esteemed, whether they may be said to be contracts named or vnnamed: yet haue they not all one selfe beginning, for some be said to be of the Law of natiõs, & some of the Ciuill Law.

Of Contracts of the Law of Nations.

Sect. 13. Contractus Iuris gentium.

THose Contracts be of the Law of Nations, which haue their cause by the Law of Nations, receiued with all men, but haue receiued their certaine forme and certaine name from our Ciuill Law.

Which be twofold, for certaine are made by the thing, and certaine by consent.

Merely there be diuers such Contracts that may be made vpon some thing, neither is there any wherein it is not needfull that consent bee; but the same in some more, and in some lesse.

As touching those that are preferred by the thing, the matter standeth thus, that their cause (that is to say) giuing consisteth in this point, that it behoueth the thing alwaies to be present, and necessarily deliuered to perfect the Contract. But in other Contracts, albeit they be made concerning some thing, yet it is not needfull that the thing bee present, but it may bee in one place, and the contract celebrated and perfected in another. Whereby it happeneth that the Contracts perfected with the thing, and the thing it selfe wherof the Contract is, & the very Contract it selfe, are oftentimes called by one selfe name, which is otherwise in other Contracts. Contractus rei.

Here hence we may define reall Contracts, to be Contracts whereby the thing being deliuered and accepted, we are bound to the restitution of the same thing, but if that cannot be, the value or interest thereof. Contractus reales.

Whereof there be two kindes, the one consisteth in loane and lending, the other in disposition and gaging.

Lending is respected in the thing, and without the thing.

In the thing is considered, either the propertie therof, or the vse thereof.

The propertie of the thing is transferred in loane by deliuerie vnto him which borrowed it.

The vse of the thing in commodation, is applied vnto him vnto whom the thing is lent.

Without the thing, is the keeping and the security thereof called Depositum, which is a thing left in another mans keeping, and this is termed a pledge, gage or pawne.

To all which foure kinds this one thing ought to be common, that they be free without vsurie and price: for if any price or thing be giuen therefore for them, they degenerate into the nature of other contracts.

Of Mutuation or Lending of things which cannot be restored.

LOane or lending, Mutuatio, is a reall contract, whereby we so giue a thing consisting in quantitie, that he which receiueth it, may render the same againe to the lender, in kind and nature, but not the selfe-same thing in deed: the thing that is lent, is properly called Mutuatum, he which giueth, the lender, & he which receiueth, the borrower. Sect. 14. Mutuatio.

In loane termed Mutuum, the lender must be owner of the thing lent, and also in deliuering of the thing, he must conuey the propertie therof vnto the borrower: because things so lent are so giuen to be vsed, that they cannot be vsed, except they be consumed. And it is therefore called Mutuum, quasi ex meo tuum fiat, Doct. St. li. 2. ca. 28. Mutuatum. Mutuum.

But no other thing may be giuen in loane, but those onely which consist in quantity, that is, those which are went and may be numbred, weyed or measured: as money, corne, wine, cheese, lead, &c.

And those may receiue function in genere, that is, one may be, and also truly

truly is vsed for another, that although that the thing restored is other than that which was receiued in specie infima, seu indiuidua, yet in that, that a thing of the same kind, goodnes, and qualitie is rendred, it seemeth to be altogether the same.

In loane therefore the same quantitie and qualitie doe cause that thing being diuerse in indiuiduo, to be al one in genere. Hence it is that the same things are restored that we lent, not in indiuiduo, (because that single thing that was lent cannot be restored, for so much as it is consumed by vse or if it be not consumed, yet the property thereof is conueyed vnto the receiuer) but in kind and goodnesse.

Number is attributed to money, &c. Measure, to corne, wine, oyle, &c. Weight, to cheese, lead, and such like of the same sort.

Of Commodation or lending of things which may be restored.

Sect. 15. Commodatio.

COmmodation is a contract reall, whereby any thing is granted freely to be vsed of any one, that euen the very selfe same thing in deede may be restored, and not in liew thereof another of the same kinde, as a horse, a booke &c. Doct. & Stud. li. 2. cap. 28.

The thing lent is called Commodatum, the lender Commodans, the borrower Commodatorius.

But Commodatum, is properly, when a thing is deliuered to an vse and purpose certain, which at the last being ended, it ought to be restored, and not before.

For if the thing be so deliuered to be vsed, that it must be restored to the lender whensoeuer it shall please him, then it is termed Præcarium, or a loane at will.

Præcarium.

Of Deposition or leauing with another.

Sect. 16. Depositum.

DEposition is a contract reall, in which a thing moueable is freely giuen to be kept, that the selfe same thing be restored whensoeuer it shal please him that so leaueth it, Doct. St. lib. 2. cap. 28.

The thing left is called Receptum, Commendatum, or Depositum, the leauer, Deponens, the receiuer Depositarius, the keeper therof. The nature of this Contract is in the free keeping of the thing left, and neither in the vse, nor abuse thereof.

This keeping is either of a thing Litigious, or not Litigious, the thing not Litigious is properly that which we call Depositum, which is sometime left of set purpose, and sometimethrough vrgent necessity, as in these three cases, of ruine, shipwrack, and burning.

Of Sequestration.

Sect. 17. Sequestration.

THe keeping of a thing Litigious is called Sequestration, which is therefore defined the deposition of a thing in controuersie.

Which is conuentionall or iudiciall. A deposition conuentionall, is made with the wils of the parties betweene whom the controuersie is.

This doth take possession from the parties in controuersie, and giueth the same to the Sequester, or indifferēt man, to the end he may deliuer the same to him that recouereth it, except perchance it be expressly so agreed, that the Sequester shall onely detaine and not possesse it.

A iudiciall Sequestration is made by the authority of a competent Magistrate, euen against the will of both, or of the one of the parties.

This taketh not away the possession, but because it is doubtfull, it leaueth it in suspense, vntil the parties be either friendly agreed cōcerning the suit, or it be declared by iudgemēt who is and ought to be possessed thereof.

Sequestration iudiciall ought not to be made, but vpon vrgent causes, as to auoid fighting & breach of peace &c. or if the destruction of the thing Litigious be feared, or the partie suspected to become fugitiue or insufficient, or if there be any other danger in delay: But deposition of things moueable only, and sequestration may be of things immoueable.

Of Pledging and Gaging.

Sect. 18.

A Pledge is taken sometimes generally, and sometimes specially, and both of them are sometimes of the couenant, and sometimes of the thing which commeth into the couenant, Doct. St. li. 2. ca. 28.

Pignus. Pignus generally taken, is a couenant by which right is appointed to the creditor in the things of another man, that his debt in him may be so much the surer: which verie right is not seldome called a pledge, so that a pledge may be of the couenant, or of the right of a thing, and briefly of the thing in which that right is appointed.

Hypotheca. And a pledge is either proper or improper: An improper pledge is called Hypotheca, which is of a thing not deliuered, which is made and perfected by couenant only, As in clauses of distresse, clauses of nomine penæ, and other penalties for not performing of couenants, &c.

It is either expressed or implied.

Expressed is that, when it is expressly agreed, of what thing it should be, as a clause of distresse for rent charge.

And this is alwaies by expresse consent of the parties only.

An improper pledge implied is that which is induced by the Law alone, yet by some occasion thereunto giuen by some act of man, which is not principally, and by the will of man appointed to make a pledge: although

that by that thing which is done, the man doing it is presumed to agree to the pledge: as when goods bee brought into another mans land, liable to the distresse of a stranger, for rent or other moueable things bound by the operation of the Law.

A pledge so termed specially, is a pledge deliuered to the creditor, sometimes to the debtor, and sometimes by a Magistrate.

Of Pledges necessarie or voluntarie.

Sect. 19. AND therefore a Pledge is either necessarie, or voluntarie, or conuentionall.

A necessarie pledge is that which is receiued by compulsiue authoritie of a Magistrate.

A pledge voluntarie or conuentionall, is a pledge deliuered by the couenant of both parties.

A pledge is euer of the debtors owne things, namely of such as may be bought and sold.

For the gaging of the goods of another man is void, if it be not with the will and consent of the owner thereof.

And a pledge may be pawned to another, yet subiect to the first condition, for prior tempore est potior iure.

Fruits and things growing may be pledges.

Of pledges generall and speciall.

Sect. 20. AND a pledge may either be generall, which is of all a mans goods.
Or speciall, which is of some part of them onely.

And all the right of pledges or gages, consisteth in the security and assurance of the thing due to the creditor. Do. Su. lib. 2. cap. 28.

Of Contracts by consent.

Sect. 21. SUch bee the Contracts by the law of nations which are perfected with the thing. Those which are perfected by consent do follow.

And obligations accrewing of these are said to be contracted by consent not because these alone haue consent in them, but for that to their perfectiõ, the presence of the thing whereof the contract is made, is not desired, nor words nor letters, but sole consent sufficeth, which yet many times is interposed with the thing, or by the accesse thereof perfected.

Hereupon contracts by consent are defined contracts, hauing cause placed in sole consent, to this end and intent, that a busines certaine may bee done.

And these contracts by consent are partly in the thing, and partly about the thing.

In the thing, namely either of the property, or of the vse thereof.
About the thing, as of communication or fact.

Of buying and selling.

COntracts of propertie are buying or selling: Of vse, are letting, taking, or hiring: Of communion, societie: Of fact is commandemẽt. Sect. 22.

And buying and selling, Emptio, venditio, is a contract by consent of the hauing of a thing, by or for a certaine price. Emptio. Venditio.

In which he that must deliuer the thing is named the seller, & he that ought to pay the price thereof, the buyer.

The substance of this contract consisteth in the thing sold, & in the price thereof.

What things may be sold.

ALL things may be bought and sold whereof a man may haue pro- Sect. 23.
pertie or ownership, as horse, kine, &c. corn growing vpon the ground, Tithes not seuered, 21.E.3.11.21.H.6.43. hay growing 27.H.8.25.11.H. 4.32.

All goods, chattels immoueable, bondmen, and other things not being by law prohibited (as stolne goods, horses, in Scotland freemen) may be sold.

Also a man cannot buy his owne goods.

The price in buying and selling in mony. Pretium.

For one thing giuen for another, is not price, neither if it so happen, it is buying and selling, but exchanging, Permutatio. Permutatio.

The price is certaine when it is either expressed in the bargaine, how much it is, or ought to bee. Or if not certainely expressed, yet some relation is made to something, whereby it may be made certaine. As if the bedor saith, he selleth it for so much as he bought it, or for so much as I.S. shall arbitrate: It is certaine enough till I.S. haue denied to declare the certaine price thereof, 14.H.8.19.

Of payment and deliuerie of things sold.

THe paiment of the money and deliuery of the thing sold are effects of Sect. 24.
buying & selling, but not the very substance thereof, 14.H.8.19. for buying and selling is perfected, by the certaine appointing of the thing to bee sold, & the taration of the price thereof, with the mutuall consent of the buyer and seller, which consent in and about one selfesame thing worketh all.

Of letting or hiring.

LEtting and hiring, locatio, conductio, is a contract by consent of the Sect. 25.
making or vsing of some thing for a certaine rent, hire, or wage.

He which letteth, lesseth, or setteth any thing to be made or vsed, is cal-

led properly Locator, the lessor or lettor: he which taketh or hireth it, Conductor, the lessee or hirer.

Letting and taking is either of a thing, or of the diligence of man.

And all things which may be bought and sold, may also be letten, except such onely as consume by vse. As corne, wine, oyle, money, and such like, which may not be letten: But houses, and land, and quick beasts, as sheepe and oxen which by nature yeld increase, may be letten.

The letting or hiring of a mans labour, is as it were the vse of a man in the making or doing of somthing, as in the making of an house, a clocke a garment, in doing of a dayes worke by a labourer &c. Or the vse of an house, of lands &c. for life, yeares, or at will for certaine rent.

Of Societie, Communion, or Fellowship.

Sect. 26. Societas.

Societie is a contract by consent about a thing to be had & vsed in common on both sides.

And the society or communion of things may happen betweene many of diuers causes, of which two be most principall: One by hereditary descents or executorship: As when lands descend to heires or copartners, or when a man maketh diuers executors, or administration is committed to diuers. The other, when a thing is purchased, or gotten by diuers, by gift or legacie, or some other such single title.

But that onely is properly called Societie, which by mutuall consent is applied to that end, that there may be partnership or fellowship amongst the persons contracting: wherein so soone as they are fully agreed, the one is properly called the others fellow.

And the same societie is in the goods and things of all the companions, or of one, or of some of them only, and in the labour to be done by them all, one, or some of them, about such goods or things. And againe, in communicating of gaine and losse after the putting of such things in fellowship, or barter, and performing of the labour thereabout.

So in Societie are regarded the goods or things of which the communion is made. And the diligence and labour to be imployed in and about them. And the damage or profit which of them both, or by the occasion of them, or of the same society contracted, may growe or arise.

And the whole doth consist in negotiation: as in buying, selling, traffique or Merchandize.

Of a Society generall or speciall.

Sect. 27.

Societie in respect of goods, is either generall or speciall.

A generall societie of goods, is of all goods: which contract hath this one thing peculiar vnto it selfe, that so soone as the partners are agreed there-

thereupon, all their goods are by law common, in propertie and vse to each and euery of them, without deliuerie of any part thereof to cause a propertie.

A speciall societie of goods, is of certaine goods onely, and the same either one thing onely, as of an Horse, Oxe, &c. to be bought: Or of some certaine kind of merchandizes, or wares, or other things, as corne, oyle, spices, beasts, &c.

Againe, the generall Societie of goods is so of all, that it extendeth to all things of the Partners or Fellowes. But in the speciall Societie of goods, it may be that the one onely conferreth the goods, and the other no goods, but bestoweth onely his labour and diligence, which then is in stead of goods.

For labour is oftentimes of as good regard as money, yea and sometimes much better, which causeth, that euen the poore being industrious, may haue fellowship with the rich.

Therefore in generall societie of goods, the one of the partners sometimes yeeldeth more goods, and the other lesse, the want whereof is intended to be supplied by the other parties labour and diligence, all which dependeth vpon the agreement and will of the parties thereunto.

Of Gaines and Damages.

GAine is that which remaineth when all damages & expences which the principall or goods put in barter, are deducted. Sect. 28.

Damages is that which wanteth when the expences are drawne from the principall, or things put in barter or fellowship. Lucrum. Damnum.

Of Commandement or Commission.

A Commandement or Commission, Mandatum, is a contract, by consent to doe something gratis or freely. Sect. 29.

He which commandeth is called Mandans, or Mandator, hee which is commanded may be called Mandatarius.

Commandements or Commissions doe properly rest in the deed, and not in the thing, albeit the thing doe sometimes come vnto the fact.

And that fact Commanded is either in Judgement, or out of Judgement.

A Mandate or Commandement therefore is either touching some controuersie, or the doing of some other businesses.

And euery Commandement is generall or speciall. And the generall either with free administration, or without it.

And the other person so commanded may bee termed an Attourney, Proctor,

Proctor, Procurator Steward, Bailife, Factor, Ouerſéer, or Gouernor, of other mens buſineſſes.

For an Atturney is he which adminiſtreth, or doth another mans buſineſſe by the commandement of the owner thereof.

If the party commaunded haue any thing for his paine, it is not then properly commandement, but Location and conduction.

Theſe mandatorie contracts are determined by death or will, of either of the contractors, if the déed be yet vndone.

By death naturall.

By the will of the parties, as if either the Cõmaunder reuoke his mandate: or the party commanded renounce and refuſe to execute the ſame.

Of Contracts named of the Ciuill Law, of Stipulation.

Sect. 30. Such are contracts named of the law of nations: Thoſe follow which are of the ciuill Law, which contracts are either made by Word or writing.

Stipulation is a contract made by words onely, by an Interrogation or queſtion preceding, and a fit anſwere to the ſame following, for the giuing or doing of ſome thing or buſineſſe: as, giueſt thou? I giue: wilt thou doe this? I will: which is no binding contract in our Law: if no lawfull conſideration precede, but Nudum pactum, of which before.

Of Contracts by writing.

Sect. 31. The other Contract of Ciuill Law is made by writing, as the former is made by words. And that rather for the declaration and proofe of the contract before made, than for the eſſentiall making of the ſame.

For a written Bond, is a contract whereby any man confeſſeth himſelfe by his writing orderly made, ſealed, and deliuered, to owe any thing vnto him with whom he ſo contracteth.

And if the thing were due before the making of ſuch writing, then ſuch dutie, when ſuch writing is ſo made, is due both by the cauſe for which it became ſo firſt due, and by ſuch writing, wherein it is ſo deſcribed: by the firſt naturally, by this ciuilly. And if it were not due before, then it was not done ciuilly, by vertue of the writing only. Neuertheleſſe it is to be noted, that by accepting of writing of a precedent contract, or of any part thereof of the partie, the Contract precedent is altogether determined thereby, 3. H. 4. 17. 29. H. 8. but not if a ſtranger be bound, 29. H. 8. for no contract can bee apportioned or diuided, 9. Ed. 4. 1.

Obligations and Contracts doe not forthwith ſpring of all kinde of writings

tings mutually giuen by the parties, for some are made onely for the testimonie or memorie of things done, to the end to preserue them, and win credit vnto them, but not to the end to procreate or breed any bond or contract, as hist ories, priuate inuentories, priuate notes of remembrance, certificates, &c.

But if I.S. by his writing duely sealed and deliuered confesse himselfe to owe to T.N.r.li. the proof that he made the same bond, makes him debtor of so much, albeit there was neuer any other contract thereof betweene them, but such writing only: neither is it necessarie that the creditor proue any more, but onely the deliuerie of such bonds or writings thereof.

Of nameless Contracts.

AND true Contracts named, be of such sort: besides which, all the rest be vnnamed, which be true Contracts, hauing no certaine name by the Ciuill Law, and yet containing in them a ciuill businesse, whose forme is generall, not defined within any certaine limits. Sect. 32.

Of which sort bee all those contracts, of which it is either doubtfull, or else certaine that they can be referred to no ciuill Contract named

A Ciuill businesse is, if any thing bee to bee giuen or done for some cause.

Of these vnnamed Contracts there be two kindes, the one may be termed a Contract vpon the cause or permutation.

A Contract vpon the cause, is a Contract vnnamed, made by consent wholly for some lawfull consideration, when some thing ought to be giuen or done, or not to be giuen or done, as assumption and oathes. Assumption is made for the most part with such words as, I giue thee that, that thou giue or doe that: or I doe this that thou shalt giue or doe that. As if I.S. receiue of D.D. an horse or any other thing, and promise in consideration thereof, either to deliuer the horse sound againe, or fortie shillings: or if I.S. giue D.D. ten shillings in cõsideration that he shal giue him some other thing, or do some act for him.

These contracts in respect of the summe certaine expressed, resemble the contract of buying and selling: And in respect of labour to be taken about the doing of the fact, they counterfeit Location, and conduction by reason of the wages: which if it were not set downe, they would represent commaundements, which neuertheless fully iumpe not with any of those three contracts named, neither may they rightly challenge any of their names.

Of Permutation or Exchange.

PErmutatio, Permutation is a nameless contract, consisting in the thing and consent, by which one certaine thing is giuen and exchanged Sect. 33.

for

for another, as an Ore for an Horse, or bread for flesh, &c. which name of Permutation, although it seeme fit for this businesse, yet it is rightly termed a nameless contract in Law: For albeit it counterfeit buying and selling very nære, for that either thing giuen in exchange resemble both the wares and the price, yet because it cannot be discerned thereby whether is the buyer, and whether the seller, it cannot vsurp that title.

And so those contracts of the Case, Assumption, and Permutation, be therefore said to bee nameless, because their appellations or names bee so generall, that no one named contract is able to comprehend them, yet is the knowledge thereof wonderful necessarie for the apt framing of Instruments.

Of improper Contracts.

Sect. 34. TRue or proper contracts are so described: contracts improper or feined succeed.

A contract vnproper, is a contract made by a consent feined by the law, for some deed happening in the same, that is to say, in the which there is no manifest certaintie of both parties consent: but yet according to the reason and the nature of the busines, a consent is by law feined to come on both sides, as the administration of anothers businesse without request, and gardenship, the communion of things, as amongst Iointenants, Coparceners, tenants in common, ioint executors, and ioint administrators, ioint legataries or donees, by payment of that which is not due, the receiuer is bound to make restitution, and deteyning of goods in which another hath propertie.

Of Contracts mediate and immediate.

Sect. 35. THere be also Contracts of the fact: and a fact cleaueth to the person, and is in it, from which it is neuer separated: but the right which resembleth and ariseth of the fact of the contract, namely the obligation, may be gotten to another than him that made the contract.

And sometime it commeth to passe, that one man bargaineth, and another man obtaineth the Obligation, whether that other be bound, or another by the same contract be bound to him.

An Obligation by contract is gotten either mediately or immediately.

Immediately, by a mans owne proper contract.

Mediately, where the Contract is made by another, As a Contract made by the Wife with her Husbands commandement, consent, or assent, 20. H. 6. 22. 29. H. 8. fol. 25. 21. H. 7. fol. 40. 14. H. 7. 2. R. 2. or by a Baily knowne, 27. ass. pl. 5. or by his Seruant, Factor, or Attourney, 8. E. 4. fol. 11. 22. Ed. 4. fol. 6.

Of

Of the adiuncts of Contracts

WE haue hitherto ſpoken of thoſe things which pertaine to the conſtitution of the very ſubſtance of Contracts: their adiuncts follow. Sect. 36.

Of which adiuncts ſome be interne, and ſome erterne.

Of which ſome be Contracts bonæ fidei, others be ſtricti iuris: Thoſe be contracts bonæ fidei, by which that is perfoꝛmed which ſæmeth equall and good, although it was not once thought of by any of the parties at the making of the contract.

Of which ſoꝛt be accommodation, Diſpoſition, pledges, buying, ſelling, letting, hiring, ſocietie, commandement, permutation, aſſumptions, and other contracts vpon the caſe, gardenſhips, doing of other buſineſſes, communion of things hereditarie, and all other communions.

Contracts of the ſtrict law, aꝛe thoſe by which that only is perfoꝛmed, which is eꝛpꝛeſſy couenanted.

Of which kind be lending, and all other beſides thoſe aboue mentioned: In theſe the rigoꝛ of the law, in thoſe equitie ruleth. Sundꝛie other Contracts there be of this kinde, which to auoid tediouſneſſe I pꝛetermit.

Erterne adiuncts be thoſe, which are ſo in the contract, that they may alſo be abſent from it: but in it only then when it is ſo couenanted.

Foꝛ but that it is ſo couenanted, they would either altogether not bee therein, oꝛ if they were therein, it ſhould be by the only authoꝛity and diſpoſition of the law.

Of theſe erterne adiuncts, ſome may be adioyned to euery cõtract, which aꝛe called common, and ſome pꝛoper to certaine contracts only.

Common erterne adiuncts, be couenants, acceſſions, and delayes annexed to contracts.

Of adiuncts, ſome adde ſome thing vnto the contracts, ſome take ſome thing from them.

Adiuncts which adde ſomething to contracts, are penalties, warranties oꝛ other ſecurities.

Adiuncts taking from contracts, be ſuch as diminiſh the pꝛice agreed vpon in the beginning.

Of acceſſions to Contract.

ACceſſions, acceſſiones contractuum, to contracts, be thoſe things which are required beſides the pꝛincipall things thẽſelues, whereof the contract is made: As all coſts and damages, fruits growing by occaſion theꝛeof. Oꝛ limitation of circumſtances of time, place, perſon, &c. to perfoꝛme contracts. Sect. 37.

Of

Of Delayes.

Sect. 38. DElay (Mora) is that lingring or prolonging of the performance of Contracts, which happeneth by the slackneſſe either of the creditor, or debtor.

Much more might haue beene said of those contracts and offences, of which Obligations spring and arise, all which we willingly haue omitted, as not much necessarie for our present purpose. In this discourse of contracts necessarily (as we think) we are in like maner to entract briefly of estates, possessions, and properties, by which, things are conioyned vnto persons.

Of Estate, and properties vniuersall, and fee simple.

Sect. 39. AN estate, Status, dominium, proprietas, is that right and power whereby we haue the propertie or possessions of things: that is, whereby we be owners or possessors thereof.

All Estates be either vniuersall or particular: An vniuersall estate is an estate in fée simple, which is, when a man hath lands or other things inheritable, to him and his heires for euer, so that thereby it is perfectly his owne: and therefore wee call it vniuersall, because it comprehendeth in it selfe all other estates.

Of particular Estates, and of Fee taile.

Sect. 40. A Particular Estate is euerie estate which is not so vniuersall, and may also be said to be of two sorts, that is a particular estate of inheritance, and of a terme.

A particuar estate of inheritance, is an estate taile, or limited, that is an estate expressing in certaine, whose issue, & of what ser shall inherite, and it is generall or speciall.

A generall estate taile or limited, is when the estate limited expresseth not betweene whom the issue inheritable must be ingendred: As if the gift or conuenience be to a man, and the heire or heires males, or heires females of his body lawfully begotten, not naming vpon what woman: Or to a woman and to the heire or heires males, or heires females of her body lawfully begotten, not naming the man by whom it should bee begotten, in which case euery heire of their bodies lawfully begotten may inherite, by what wife or husband so euer. Or shortly thus. An estate in generall taile is, by which any issue of the donées body lawfully begotten may inherite.

An estate taile speciall is, when it is certainely set downe betweene whom the issue inheritable shalbe ingendered. And this speciall estate taile is either expressed or implyed. An estate in speciall taile expressed is,

is, where it is specially limited what issue of the donée shall inherite. An estate in special taile implyed is, where it is not expressed specially what issues of the donées shall inherite: as by gift in frankmariage, which is, where a man giueth lands with his Daughter, or other kinswoman, to an other in frankmariage, which word frankmariage amounteth to asmuch, as if he had said to the donées and the heres of their two bodies lawfully begotten, Littleton Sect. 17. As if the conueiance were made to a man and a woman, and the heires of their two bodies lawfully begotten: or to a man and the issue which he shal beget vpon the bodie of A. D. Now may no issue take any benefit by that conueiance, but such onely as are betweene them two lawfully begotten. And this maner of estate is properly called a speciall estate taile: But if either of them die before they haue such issue betweene them, then the partie suruiuing is vnproperly called a tenant in tayle, and therefore for distinction sake, wee terme such suruiuor tenant in taile after possibilitie of issue extinct.

Of Estates of freehold.

A Particular estate which is but only a terme, is an estate determinable by limitation of time, and it is of two sorts: namely an estate of franktenement, or a chattell. Sect. 41.

An estate of franktenement, is where a man hath the freehold of land, & it is either an estate of franketenement, created by the operation of the law, or by the act of the parties.

An estate of franktenement created by the operation of the law, is either by the common law, or by statute. An estate of franktenement by the common law, is either dower, or by the courtesie of England. An estate in dower, is where the wife is endowed of the third part of such lands as her husband had any such estate of inheritance in, as the issue which by possibilitie she might haue had by him, might by possibilitie haue inherited the same land of the same estate: for dower ex assensu patris, ad ostium Ecclesiæ, & de la plus belle, as seldome vsed at this day, I omit.

An estate of franktenement by the Curtesie, is an estate for the terme of life of the husband in all his wiues land whom he suruiueth, hauing had issue by her borne aliue, which might by possibilitie if it had liued haue had, and inherited the same lands of such estate as the mother therein had during the couerture.

An estate of franktenement by statute, is either by vertue of a bond knowledged, according to a statute, or by reason of some execution.

A franktenement by statute, is either by vertue of a statute Staple, or of a statute Merchant.

A franktenement by vertue of an execution, is either by reaſon of ſome Iudgement in ſome of his Maieſties courts of Recoꝛd, oꝛ elſe by reaſon of ſome recogniſance: it is when the moity of the Recogniſoꝛs lands be deliuered to the Recogniſee, to hold to him as his frœhold till his debt be paid. But theſe eſtates of frœhold growing thus by ſtatute, are not pꝛoperly but vnpꝛoperly termed frœhold.

An eſtate of franktenement growing by the act of the parties is an eſtate foꝛ the terme of a mans owne life, oꝛ foꝛ terme of another mans life: foꝛ the terme of a mans owne life, as if land be leaſed to any man to haue and to hold to him during his life.

An eſtate of franktenement foꝛ anothers life, is when lands be aſſured to him foꝛ the life of I. G. oꝛ any other than the leſſee himſelf.

Of Eſtates of Chattels.

Sect. 41. A particular eſtate which is onely a Chattell, is either certaine oꝛ incertaine, and it groweth either by the act of the parties, oꝛ by the Law,

By the act of the parties is a leaſe foꝛ the terme of certaine yeares, hauing a certaine limitation when it ſhall begin, and when it ſhall end oꝛ determine: As if lands be leaſed to I. G. to haue and to hold to him and his aſſignes from ſuch a day, naming ſome day certaine, paſt, pꝛeſent, oꝛ to come, foꝛ xxi. yeares, oꝛ any other certaine number of yeares, agreed vpon betweene the Leaſoꝛ and Leſſee.

Particular eſtate certaine growing by Law, is that eſtate which the Gardian hath in his wards lands, during his nonage.

A particular eſtate in certaine, is an eſtate at will, oꝛ at ſufferance.

Of poſſeſſion in law, and in deed.

Sect. 42. An eſtate at will, is where the leaſoꝛ graunteth his lands oꝛ other things to the Leaſſee, to haue and to hold to him, at the will of the leaſoꝛ.

And it is to be remembꝛed, that eſtates may be in poſſeſſion, and out of poſſeſſion. Poſſeſſion is in law oꝛ in deed.

And a poſſeſſion in law is when the law onely is the efficient cauſe therof, and it is either by common law, oꝛ by ſtatute. By common law, as if the father oꝛ mother anceſtoꝛ die ſeiſed of lands, the law caſteth the poſſeſſion in law vpõ the heire befoꝛe his entrie, by foꝛce wherof he is tenant to euery mans Præcipe: by ſtatute, is that poſſeſſion which Ceſtuy que vſe, hath in lands limited to him in vſe, 27. H. 8. cap. 10. befoꝛe his actuall entrie into the ſame. An actuall poſſeſſion oꝛ a poſſeſſion indeed, is when the

the owner entreth into the same indeed. An estate out of possession is of two sorts, to wit, in remainder and in reuersion.

Of Remainders and Reuersions.

AN estate out of possession in remainder, is when a particular estate is graunted to one man, the remainder to another at the same time by one deed, as if a grant be made of lands for yeares, life, or in taile, to I. S. the remainder thereof to T. N. for yeares, fee, or in taile. Sect. 44.

A reuersion is such an estate depending vpon like particular estate, but not being created all at one time, by one deed: as if I. S. seised of lands in fee, grant the same to T. N. for yeares, life, or in taile, that which after such particular estate remaineth in the graunter, is a reuersion.

Also euery estate is either executed maintenant, or executorie by limitation of vse, which vesteth in possession by vertue of the statute of 27. H. 8. And lastly, euerie estate is either absolute or conditionall.

Of Instruments, their definition, and causes.

HAuing thus generally and briefly run ouer the doctrine of contracts, Obligations, Possessions, Estates, and properties so farre forth as seemeth behouefull for the description of the seuerall Instruments of all manner of Contracts: It is now time to enter into the discourse of Instruments themselues, the very proper matters and obiect of Symboleography. Sect. 45.

An Instrument therefore, is a formall writing made in Paper or Parchment, wherein are contained and described Contracts, couenants, last wils, or other facts and things of persons, for the testimonie or memorie thereof.

And first we say it is a formal writing, to distinguish Instruments from ordinarie letters, priuat notes, reckonings, and remembrances made by any for a mans owne priuat vse and memorie, and from al bookes of Arts, Histories, Diuinitie, Philosophie, and such like.

Secondly, made vpon paper or parchment, for that, that before the inuention of paper or parchmẽt, men vsed to write sometimes vpon boords rubbed ouer with ware, sometimes vpon stones, sometimes vpon mettall, and sometimes vpon the inner rinds of the barkes of trees: And sometimes at this day vpon tables, stones, or tallies: none of all which kinds of writings we heere meane, but such only as are made vpon paper or parchment.

Thirdly, in saying that an Instrument cõprehendeth things contracted: it setteth before our eyes, what the verie matters, busines, and acts bee, whereof such Instruments must be made; namely of agreements and

contracts, grants, wils, pleadings, &c. which may bréd Obligations, and not of bare spæches, communications or priuat notes.

Fourthly, the word (persons) pointeth to the efficient cause of these Couenants and contracts.

Fifthly, that which ensueth teacheth vs the very finall cause, why such Instruments were first ordeined, that is, to the end the acts and things therein comprised might both certainely be kept in memorie, and more easily be prœued: for the prœfe of the Instruments onely prœueth the Contracts therein contained. And therefore Instruments are a kind of prœfe in all Lawes.

The forme of Instruments doth plainely appeare at ful, in the description of Instruments throughout the second booke, in which you may sée the manner, forme, and fashion of euery kind of Instrument extraiudiciall.

Of the distribution of Instruments.

Sect. 46. INstruments therfore of their effects be either constitutiue and making, or remissorie and liberatorie.

An Instrument constitutiue, is such an Instrument vnder the proper hand of the partie, as testifieth and describeth some contract of some debt or dutie to be paid, or some fact to be done or performed, as an obligation, bill of debt, &c.

And of Instruments constitutiue, some are creating, & some cõueying.

A constitutiue Instrument creating, bee those whereby any estate, propertie, power, or obligation, not hauing any essence or being before, is newly raised and created, as the first grant of a rent, common, way, &c. estate taile, for life, yéres, and such like, Warrants of Attourney, Commissions, &c.

Instruments constitutiue conueying, are those by which estates, properties, or powers, being already created, are transferred and conueyed to others, As Instruments of feoffements, bargaines and sales, assignemẽts and grants ouer, or surrenders, confirmations, substitutions and deputations &c. by which estates, properties, and authorities, are conueyed ouer to others.

And an Instrument remissorie, is an Instrument vnder the parties hand, describing and testifying some precedent contract of a debt, dutie, or fact to be paid, performed, done, released, or discharged: of which sort, be all acquittances, releases, and other matter of discharge.

Secõdly, of the efficient cause, Instrumẽts be either publike or priuate.

A publike Instrument, is an Instrument made by publike authoritie of a Magistrate or Iudge, as all grants and charters of the K. Maiestie vnder his highnesse great seale, or vnder the seale of the Duchie, or of any

of

of his Highnesse Courts of Record, and all deeds and charters knowledged and inrolled in any of his Maiesties Courts of Record.

Such publike Instruments of their owne natures proue the facts or contracts therein contained, and are of such & so great credit of their owne natures, that they themselues need no proofe at all.

Priuate Instruments, are Instruments made betweene priuate persons, by the priuat authoritie of the contractors themselues onely, without publike authoritie, wherefore although they being proued by witnesses, or otherwise, doe proue the contracts and facts of the parties therein mentioned: yet of themselues without such proofe, they proue nothing: as deeds of feoffement, obligations, acquittance, wils, &c.

Thirdly, Instruments be either of such persons as haue naturall capacitie by birth, which euerie liege subiect being borne within his Maiesties dominion, hath by his natiuitie.

Or by making, as euery stranger borne hath, being by act of Parliament naturalized, or made Denizen.

Or else of such as haue onely ciuill capacity, as of all Corporations or ciuill bodies, & lawfull societie, colledges, guilds, fraternities, fellowships, and companies incorporate: as maiors and communalties, bailifes and burgesses, Deans and chapters, Bishops, parsons, Vicars, &c. & all such as haue succession perpetuall, and take to them and their successors.

Fourthly, Instruments be either sealed and deliuered, or not sealed and deliuered.

Fiftly, of their forme also, Instruments be either polled, and single, or indented.

A polled deed, is a deed testifying, that onely the one of the parties to the same hath put his seale thereunto, after the manner following.

Sciant presentes & futuri, quod ego W. W. de R. in com' C. generosus, dedi & concessi, & hac presenti charta mea confirm' T. D. de S in eodem com' armig', vnum mesuag', xx. acras terr. cum pertin' in R. præd. in pred. com. C. Hibend. & tenend. tenement. pred. cum pertin' præf. T. D, hæred' & assignatis suis imperpetuum, ad solum proprium opus et vsum eiusdem T. D. hæred. & assignat. suorum imperpet. Tenend. de capital. Dominis feodi illius, per seruitia inde prius debita, & de iure consuet. Et ego vero pref. W. W. & heredes mei tenement. pred. cum pertin. prefat. T. D. hæred. et assignat. suis contra omnes homines warrantizabimus, et imperpetuum defendemus per presentes. In cuius rei testimonium huic present. chartæ meæ sigillum meum apposui. Datum 30 die Martij, Anno regni dominæ nostræ Eliz. Dei gratia Anglie, Franciæ, et Hibern' Regine fidei defensoris, etc. 36. Anno Dom: 1594.

These deeds polled, are also termed, Chartæ priuatæ et simplices, because

there is only one part thereof which ought to remaine with the grantée, donæ, feoffæ, leasæ, &c.

And poll deeds may begin thus, Omnibus Christi fidelibus ad quos præsentes litere peruenerint. W.W. &c. salutem in domino sempiternam. Sciatis me præfatum W.W. &c. **Or thus,** Pateat vniuersis per presentes me W.W. dedisse, &c. **Or thus,** Omnibus Christi fidelibus præsentes literas inspecturis.

Or thus by a noble man, placing his name with all his titles of honor at the beginning thereof, Prænobilis Gilbertus Com' Salop' dom' Furnival, Verdon, & Strange de Blackmere, dom' Luttoft, nobilis equestris ordinis Garterij sodalis, Regiequè Maiestati à sacris consilijs &c. Salutem &c. Scitatis me præfat' Comitem &c. **and the like of others, &c, Or thus,** Christianis vniuers. presens scriptum inspecturis siue auditur' &c. **Or thus,** Hæc billa testat', quod, &c.

Or thus by a Corporation Nouerint vniuersi per presentes nos R.I. Maiorem burgi de Doncast & Communitatem eiusdem burgi, ex vnanimi nostr' consensu & assensu, dedisse, &c.

Or by the Quæne, or by any other King or Prince thus, Elizabeth Dei gratia Angliæ, Francie: & Hiberniæ, Reg. fidei defensor &c. Omnibus ad quos præsent' liter' nostr' peruener' salutem. Sciatis nos. **Or** Sciatis quod nos &c. **Or thus,** Elizabeth &c. Archiepiscop', Episcop', Ducibus, Comitibus, Baronibus, Militibus, &c. Sciatis qd. nos &c. **Or thus,** Reg. vniuers. & singulis Iusticiarijs, & Custod' forestar', Maioribus, Coronatoribus, Eschætor', Vicecom', Forestarijs, custodibus pacis, venditoribus victual' & cariage ac omnium aliarium rerum quarumcunq; pro expencis hospitij nostri, Constabular', Balliuis, Officiar', Ministris, & omnibus subditis nostris quibuscunque, tam infra libertatem quam extra, ad quos &c. Sciatis &c.

And in many other like formes according to the qualitie of the person, to whom her Highnesse Patents are directed. In which who so desireth to bee further instructed, may plentifully be satisfied by perusing of the Register, &c.

And the sealing of the Quænes letters P. are commonly concluded with these or the like words (*viz*) In cuius rei testimonium has literas nostras fieri fecimus patentes. Teste meipsa apud W. 3 die Maij. Anno Regni nostri 36.

And the ensealing of deed by a Corporation thus, In cuius rei testimonium, sigillum nostrum commune præsentibus appositum. datum in Guildhalda Burgi prædicti, &c.

Of deeds indented.

A Dæd indented is a déd conſiſting of two parts or more, in which it is expreſſed, that the parties of the ſame dæd haue to euery part thereof interchangeably, or ſeuerally ſet their ſeuerall Seales. And they are moſt commonly made in this forme, (*viz*) Sect. 47.

Hæc Indentura facta inter A.B. de C.in comitatu Ebor' H. ex vna parte, & E.F.de G.in comitat' H. yeoman ex altera parte, Teſtatur quod predict' A.B.dedit,conceſſit,& hac preſenti charta indentat' confirmauit prefato E.F.& hered' ſuis 20.acr' terr' &c. Habend' &c. In cuius rei teſtimonium partes pred' ſigill' ſua preſentib' alternatim appoſuerũt. Datum &c. Or thus: In cuius rei teſtim' vni parti huius præſentis Indentur. penes præfat.E.F.reman' præd' A.B.ſigill' appoſuit,alteri vero parti eiuſdem Indentur.penes præf.A.B.reman' præf.E.F. ſigill' ſuum appoſuit, Dat.xx.die Ian. Ann' &c.

Or the date thereof may be put in the beginning of the dæde thus : Hæc Indentura facta xx.die Ian.Anno regni &c.Inter A.B.&c. & C.D.&c. Teſtat &c. Theſe deedes indented,or Indentures,and deeds Poll,may be made in the firſt perſon alſo, but are moſt vſually made in the third perſon. And in the firſt perſon be of this forme, Omnibus Chriſti fidelibus ad quos hoc præſens ſcriptum, Or præſens charta, Or præſentes literæ indentatæ peruenerint, A.de B. &c.ſalutem in Domino ſempiternam &c. Sciatis me præfat' A.B.dediſſe, conceſſiſſe, & hac præſenti chart' mea indent' confirmaſſe C D.&c.xx.acr. terr' &c.Habẽd' & tenend' &c.*vel ſic*,Sciant præſentes & futuri &c.*vel* Nouerint vniuerſi per preſentes &c.*vel* Pateat vniuerſis &c.quod ego A.B.de &c.dedi,cõceſſi,& hoc præſẽti ſcripto meo indentato confirmaui C.D xx. acras terræ.&c.Habend' &c.In cuius rei teſtimon' tam ego præfat.A.B.quam præfat' C. D. his Indenturis ſigilla noſtra alternatim appoſuimus,Datum &c. *vel ſic* , In cuius rei teſtimonium vni parti huius preſentis Indentur' ſigillum meum appoſui, alteri vero parti eiuſdem Indenturæ præfatus C.D.ſigillum ſuum appoſuit,Datum &c.

And both parts of ſuch dædes indented be the dæds of both the parties to the ſame : And euery part of ſuch Indentures is the deede of either of the ſaid parties : And each part is of as much force and effect alone, and as beneficiall to either of the ſaid parties, as both parts thereof together.

Theſe dæds indented are not only bipartite, as thoſe aboue mentioned, but alſo may be made tripartite, that is,of three parts, or quadripartite, quinquepartite or of as many parts as ſhal be nædful,in forme abouesaid

Mutatis mutandis, &c. as by sundry examples in this present discourse may appeare.

And these dœdes indented, or Indentures, are most commonly indented or cut one of them into another. But the cutting of them in that manner onely doth not suffice to make them dœds indented, nor the calling of them so by the parties, if the putting to of the seales in forme aboue said be not therein expressed. Thus much generally for the seuerall formes of dœds.

Obseruations necessarie for the making of Instruments.

Sect. 48. IN the forme of euery Instrument it seemeth needful to consider the substance thereof, and the adiuncts. Touching the substance, a deed doth consist of two principall parts, namely the premisses and consequence thereof.

The premisses of an Instrument is the former part thereof, and is commonly said to be all that which precedeth the Habendum or limitation of the estate.

In the premisses of Instruments are principally to be considered three things:

The first the person contracting, next the thing matter, or fact whereof the contract is to be made, and then the words with which the said contract is to be described.

The persons are the very efficient causes of the Instruments, by whose consent they are agreed vpon and made.

And the persons to Instruments be either actiue or passiue.

The actiue person in Instruments is he which maketh the instruments or which giueth, feoffeth, releaseth, confirmeth, graunteth, leaseth, lendeth, deliuereth, letteth, departeth with, couenanteth, or promiseth any thing: or shortly, he which maketh any contract or bargaine, to or with any other and is named according to the contract: As the donor, feoffor, lessor, obligor releasor, grantor, confirmor, sellor, lendor, bargainer, &c.

The passiue person in instruments, is hee, vnto whom the instruments, be made, and which taketh thereby, who is likewise diuersly named, according to the seuerall natures of the contracts, to or with them made.

In the persons, two things are to be heeded: the capacities and names.

Touching capacitie, consideration is to be had, that the actiue persons which should make any dœds, bee persons able to doe it, namely, that they be void of all impediments, either naturall or ciuill: of which we haue intreated before amongst contracts.

And the passiue persons be such as be capable of things which should be giuen or transferred vnto them, and voide of the like impediments, and

not

not dead persons in law, as Monks, Friers, Nuns, and such superstitious votaries.

Of the names and Additions of persons.

AND touching the names or additiõs of the parties to instrumẽts, it is requisite that they be certainely named by their names of baptisme and surnames, with lawfull and sufficient additions of place, estate, degree, misterie, or occupation, to distinguish them from all other persons of like name, whether such persõ be King, Prince, Duke, Marquesse, Earle, Vicount, Baron, or Lord, which be names of great Nobilitie and honor: Or he be a Knight, Esquire, or Gentleman, which for difference are termed names of lesse nobilitie or honor, Or he be a yeoman, husbandman artificer, or labozer: Or else if it be anie Ecclesiasticall person, as Archbishop, Bishop, Archdeacon, Deane, Parson, Vicar, Clerke, &c. Or if it be any Corporation, or bodie ciuill or politique, hauing Couent and common seale, as Bailiffe, and Burgesses, Maior, and Communaltie, or other brotherhood, &c. And for the auoyding of confusion and error, thus: Sciant &c. quod ego W.W. de R. in Comitatu E. gen', Dedi &c. T.N. de R. in eodem comitatu Tailor &c. and such like. Sect. 40.

Of the matter and things or facts whereof instruments be made.

AND as concerning the matters, things, and facts whereof Instruments are to be described, are also to be considered two things: First the things or facts themselues, and then their necessarie circumstances. Sect. 50.

And as for the things themselues, it is to be weighed, whether the very bodies of the things themselues, be to bee contracted for, as lands, or goods &c. or the rights pertaining to the persõs in the vse of the bodies of things: as wares, vse, fruits, profits, which we take thereby.

And in things is to be noted whether they be corporall or incorporall.

Corporall things, are such as of their owne nature may be felt or seen, and they be either moueable or immoueable.

Things moueable, are those which may be remoued out of one place into another, as garments, fruits of the earth, beasts, rents, &c.

Things immoueable, be such things as cannot be remoued from place to place, which be therefore called things of the soile or ground, as the very ground it selfe, and things fixed to the same, which cannot be remoued without the distruction thereof: as trees planted therein, houses thereupon builded, &c.

Things incorporall be such, as by their owne nature can neither bee seene nor felt, and are comprehended onely by vnderstanding, & therefore can neither be deliuered nor diuided: as Propertie, possession, inheritance, seruice, aduowsons of Churches, wardships, the vse and fruition of things

ciuill obligations, contracts, alienations, and at a word all rights, aswell to haue the very things themselues, or the vse thereof: as libertie to goe through another mans soile, common of pasture, way, libertie to hawke, hunt, or fish, and so forth, notwithstanding that the subiects whereunto they bee annexed are corporall: as the soile, or corporall, yet the right to inioy, or inherit the same incorporall.

Which things being throughly surueied, the writer must haue speciall regard, what manner of thing is to be contracted for: whether it bee honor, castle, manor, house, land, meddow, pasture, farme, parsonage, aduowsõ, office, parke, pond, warren, seruices, courts, liberties, wardships, mariages, wayes, common, or other things whatsoeuer, setting them downe by their apt and vsuall names, if they haue any, or by such other accidents and circumstances, as may certainly describe, and distinguish them from all other, as the Towne, Hamlet, and Countie where the thing lieth, butting it at the ends, and binding it at the sides (if need bee) and expressing in whose occupation it is or hath bẽn, who was thancient owner therof &c. As vnum messuagiũ cum pertinen' in S. in com. C. vocat. Cowhall, iacen. inter ten'r. I.S. ex parte Boreali, & ten'rum T.S. ex parte Australi, & abuttat. ad orientem caput super ten'r. D.D. & ad occident. caput super ten'r. L.T. quæ nuper perquisiui mihi, & hered' meis de N.N. & nunc sunt, vel nuper fuer. in occupatione S.T. vel assignat. suor. &c. expressing all things certainly with apt significant words, and therein eschewing all Metaphorical, figuratiue, and borrowed speeches, and all words of diuers or doubtfull significations.

What words are to be vsed in the making of Instruments.

Sect. 51. SUch words must be vsed in euerie Instrument, as the nature of the contract doth require: As in Feoffments, Feoffaui, dedi, or Concessi, &c. In a Releas, Remisi, or Relaxaui, &c. In a confirmation, Confirmaui, Ratificaui, &c. In bargaine and sale, Barganizaui & Vendidi, &c, So of other in the premisses, and like with such words as be requisite, and are expressed in other parts of the deeds.

Of the consequence of Deeds.

Sect. 52. THus much touching the premisses, or first part of Instruments.

Now let us enter into consideration of the subsequence or sequele thereof. The latter part of Instruments, and consequence thereof is all that necessarily followeth the premisses, and that is the *Habendum*, in which is limited and expressed what estate or properties the partie passiue shall haue: as fee, taile, &c.

And that is twofold, namely the limitation of the state, and of thuse.

The limitation of the estate is to limit and expresse in certaine, what estate the partie shall haue in the thing contracted.

The

The limitation of Thuse is to expresse in the said *Habend* to or for whose vse and benefit he shall haue the same estate, reciting withall the thing granted by some sufficient generall name: Habend' & tenend' præd' manerium imperpet. (if a manor be granted in the premisses) præd. mesuag. cũ pertin. or ten'ta. pred. cumpertin. as the case requireth, pref & hæred. & assign. suis imperpet. ad opus & vsum præd. I. S. hæred. & assignator. suor. imperpet.

Of the adiuncts or accidents of Instruments.

THus are the essentiall parts of Instruments discussed. The adiuncts now come in place. Sect. 53.

Wherein are all things which come to the Instruments, beside the essentiall parts thereof, which likewise be of two sorts: for either they be adiuncts, cõmon to either of the said parties, or proper to the one part only.

Adiuncts common are two, the date of deeds, and the consideration of the contract.

Of the date of deeds.

THe date is the description of the time in which the deed was made, which is done either by the yeare of the Lord, or the yeare of the Princes raigne, & it ought either to be placed in the beginning of the premisses, or in the end of the consequence, of which see examples thereof ensuing. Sect. 54.

Of the cause of consideration of Deeds.

THe consideration of instruments is the motiue cause, for which the Instruments are made, as money or other goods, affection naturall or such like, which is most commonly, and in my conceit most aptly expressed in the premisses, and which neuertheless may be put in the consequence, and in many cases be omitted. Of both examples hereof are many in the second Booke. Sect. 55.

Of Adiuncts proper to the consequence of Instruments.

ADiuncts of the consequence of Instruments are such as are most commonly set downe after the *Habend*. And they be of diuers sorts: Sect. 56.

As the reseruation, redd', if any rent, suit, or seruice be reserued.

The reentrie.

The nomine penæ.

The clause of distresse.

The tenend', shewing the land is holden touching things inheritable.

The clause of warrantie generall, or speciall, or particular.

The exceptions out of whole things.

The conditions and prouisoes.

All Couenants are to be made of either side according to euery seuerall Contract.

&c.

As, to be saued harmeless or discharged, to be seised in fee, &c.
To haue power to sell.
To be owner of the tenements or chattels sold.
To make further assurance.
To be seised to the alieners vse.
For quiet enioying &c.

And euery other necessarie couenant according to the nature and qualitie of the thing or fact, whereof the contract is made, and the manner of the contracts made: Regarding heedfully all circumstances of the place, person, occasion, thing, maner of doing, cause, exception, condition, according to the true meaning, and agreement of the parties curiously without preiudice, partialitie, or fauour to either of them.

Then followeth the drawing of such Instruments in forme after some president ensuing, as the quality of the fact or contract craueth: whether it be a feoffement, grant, release, &c. or any other instrument.

Then must such first draught be circumspectly examined, perused, concluded, and agreed vpon by the parties or their counsell.

When such draught is so agreed vpon, then it is to be faire written and ingrossed in paper or parchment, without blotting, rasing, enterlining, writing euery word plainly at length, without any abbreuiations, ciphers signes, or notes, which may breed any scruple or doubt.

Then they must bee warily and precisely read ouer, & examined twise or thrice at the least, lest any thing be inserted, detracted, omitted altered or mistaken, differing from the parties good meaning.

For instruments once sealed and deliuered, may be altered or amended in nothing.

All things being thus dispatched, the Instruments are to be subscribed by the parties.

And by them sealed with hard wax like to continue long.

And when Instruments are sealed and subscribed, they must be openly read and published in the hearing of diuers substantial credible witnesses, and afterward deliuered in their presence, as the acts and deedes of the parties.

These things so finished, the sealing and deliuerie of such deeds must be certified vpon the backe side thereof, or in some other conuenient place thereof, thus: Sealed and deliuered in the presence of A. B. C. D. E. F. &c. and chuse alwaies such young witnesses which can subscribe their owne names if you can get them.

Deeds in old time were wont to be deliuered in the presence of men of greatest credit and worship that could be gotten: and many times in opē Courts, or great assemblies of people, for credit and proofe.

The end of the first Booke.

The firſt part of Symboleography, containing Inſtruments Extraiudiciall, Agreements, Couenants, Contracts, Grants, &c.



Although by order we learne how to doe things, and then put the ſame in practiſe, yet the verie actions themſelues are worthily deemed farre more excellent and honourable than the bare knowledge thereof : by ſo much as the end is more precious than all the meanes by which the ſame is attainted.

For as in ſchooles in vaine ſhould children ſpend their time in learning the rules of Grammar, touching either the Etymologie or Syntaxis thereof, if they did not after apply their knowledge to the vſe of ſpeaking and writing.

And as Phyſitians ſhould vnprofitably ſtore themſelues with the vnderſtanding of the ſeuerall natures and properties of hearbes and roots, and other ſimples, or of the Art of Phyſicke, if they did not ſhew us the vſe and fruit thereof in curing diſeaſes, and reſtoring health: ſo doubtles the doctrine of all other arts and Sciences, is idle and barren, if vſe and practiſe be not therewith conioyned. And therefore we alwaies account thoſe things which are wrought by Art, of farr more paſſing excellencie than we doe the Art it ſelfe.

Neither doth any doubt, that it is harder to practiſe an Art, than onely to practiſe the Theorike part thereof : For neither they which know the ſeuerall kindes and meaſures of verſes, with the lawes of verſifying, are thereby ſtraight wayes Poets : nor they which haue learned by heart all the tropes, figures, and precept of Rhetoricke, are by and by Orators : for to their knowledge they muſt needs couple long vſe and exerciſe before they win the names of perfect Poets, or eloquent Orators.

Euen ſo, it ſufficeth not for a Notarie to know only what inſtruments and

and contracts be, what things and acts they may be made of, and by what persons, with such other generall notions. For ere he be worthie that name he must throughly know the seuerall tenors and formes of euery speciall instrument, in each kinde of contract and busines.

Wherefore as heretofore I haue generally in some measure layd downe the doctrine of instruments: so in these which follow, I intend to shew certaine formes of euery kind of Instruments, as they haue heretofore long time been vsed, and approued by learned men of great experience: from whose sound examples therin, I thinke it nor good rashly to swerue, because it is a farre surer course, to retaine those certaine formes which continually haue beene many yeares put in vre, then to deuise new: For that, time, who is the touch-stone of all Arts, hath confirmed these.

SYMBOLEOGRAPHY.

Of Couenants, Articles, Promises, Contracts, *and Arguments, &c.*

AND for so much as Couenants are inserted into all manner of Instruments, I think it good first to shew examples thereof, hauing defined what manner of Instruments they be. An Instrument of Couenants therefore is a formall deed containing an agreement of diuers persons, whereby the one doth promise or couenant with the other to dos or omit some act or acts, thing or things, in such sort as they haue concluded thereof amongst themselues, and they are most commonly made with these words following, or the like in effect. Sect. 57.

The words wherewith Couenants be made or written.

THis Indenture made &c. Betweene A.B. of C &c. on the one party, and C.D. of &c. on the other party, Witnesseth, that the said A.B. for himselfe, his heires, executors, and administrators, and euery of them, doth by these presents couenant, grant, promise and agree to and with the said C.D. his heires, executors, and administrators, &c. and euery of them that the said A.B (expressing the thing agreed vpon by apt words.) Sect. 58.

Or thus betweene two and two.

Witnesseth, that the said A.B. and C.D. doe by these presents, for themselues, and either of them, and the heires, executors, and administrators, of them, and either of them, and euery of them couenant, grant, promise, and agree, to and with the said E.F. and G.H. and either of them, and the heires, executors, and administrators of them, & of either of them, and euery of them, that they the said A.B. and C.D, &c.

Or thus betweene three and three.

Witnesseth, that the said A.B. C.D. and E.F. for themselues, and euerie of them, and the heires, executors and administrators, of them and euerie of them, doe by these presents couenant, grant, promise, and agree, to, and with the said G.H. I.K. and L.M. and euerie of them, and the heires, executors, and administrators of them, and euerie of them, That if it happen, &c.

Cone-

Couenants betweene Executors, where the one granteth the goods to the other, being bound to performe the Will.

Sect. 59.

THis Indenture made &c. Betweene R. S. and Y. M. &c. Witnesseth, that whereas T. S. now deceased, late brother of the said R. in his life time did make his last will and testament in writing, and therein made & ordained the said R. and I. then wife of the said T. and now wife of the said Y. executors thereof, as by the said testament and last will appeareth. And where also the said Y. and I. haue and enioy not onely all such goods and chattels which the said T. did giue and bequeath vnto the said I. but also all plate, money, and all other goods and chattels which were of the said T. S. at the time of his decease: the said parties to these present Indentures been condiscended and agreé in manner and forme following: that is to say, The said Y. M. for him, his executors and administrators, and euery of them doth couenant &c. to and with the said R. S. his executors and administrators & euery of them by these presents, that he the said Y. and I. his wife, or one of them, or the executors administrators, or assignes of them, or one of them, shall and will content and pay or cause to bee payed vnto the said R. S. his executors, or administrators, or to the executors of the suruiuor of the said executors fortie pounds of &c. within 6 months nert after the full age of M. & Y. S. sons of the said T. S. or of either of them, if they or either of them shall so long liue, or els within one yeare nert after the decease of the suruiuour of thē the said G. and Y. if both the said G. and Y. S. shall die before either of thē shall come to, and be of his said full age. Prouided alwaies, and the said Y. M. for him &c. doth couenant &c. that if the same I. now wife of the said Y. M. shall depart this present life before the said G. and Y. S. or either of them shall come and be of his said full age, and the said G. and Y. S. or either of them suruiuing the said I. That then the said Y. M. his heires, &c. shall content and pay, or cause to be contented and paid vnto the said R. S. his executors or administrators, or to the executors of the suruiuor of the executors of the same R. S the summe of xx l'. &c within one yeare nert after such decease of the said I. And ouer this, the said Y. M. for him &c. doth couenant &c that the said Y. M. and I. his wife and their executors, administrators, and assignes, and euery of them, of his, her, and their proper costs and charges, during the mariage betwixt him the said Y. and the said I. shall well and sufficiently sustaine, and maintaine the houses & buildings, which be set and builded vpon such customarie lands and tenements in W. in the said countie of N. which the said Y. M. and I. in the right of the said I. now haue and doe hold for terme of life of the said I. And that he the said Y. M. and I. nor either of them shall do no manner of waste in or vpon the said customarie lands and tenements, or

any

any parcell thereof. And also where the said H.W. together with I.B. of S.t I.D. of W. by their writing obligatorie do stand iointly & seuerally bound vnto the said R.S. in one hundred pounds of good &c. with and vpon condition thereupon indorsed for the true performance of the couenants, graunts, paiments, and agreements, contained in these present Indentures on the part of the said H. W. his heires, executors, administrators, and assignes, or any of them to be performed, paid, or kept, as by the said writing Obligatorie, & condition aforesaid, more plainly it doth and may appeare: The said H. W, for him &c, doth couenant &c. to and with the said R.S. &c. that if any two of the persons bound in or by the said writing obligatorie, or any two of any other persõs herafter to be bound, in, or by any other writing Obligatorie to be made for the same purpose, shal die, & depart this present life before al the couenaunts, graunts, articles, payments and agreements, in these present Indentures contained, shall be well and truly performed and kept, that then the suruiuor of the persons bound by any such writing Obligatorie, shall with two other sufficient sureties within two yeares next after such departure or death as is last aforesaid, by their sufficient and lawfull writing Obligatorie become ioyntly and seuerally bound to the said R.S. his executors or administrat. or to the executors of the suruiuour of the executors of the said R. S. in the summe of &c. with and vpon condition in effect as is aforesaid, and so often to find and lay in such bonds with such sureties as is aforesaid, as any such death or deaths as is aforesaid, shall happen as is before declared, during the said time. And ouer this the said R. S. for him &c. doth couenant to and with the said H.W. &c. that he the same R.S. his &c. shall acquite, discharge, and from time to time for euer saue harmeless the said H.W. and I. his wife, & either of thẽ, & all the executors, administrators, and assignes of them, and either of them, against the said G.C. and H.S. and either of them, of all and singular legacies, gifts, and bequests which the said T. their father did by his last will and testament giue and bequeath to the same G. C. and H.S. and either of them. In witnesse whereof &c.

Of Couenants to sue Statutes.

THis Indenture made &c. betwæne R.C. and W. W. on the one partie, and R.B. on the other partie, Witnesseth, that whereas the said R. is lawfully intituled to a certain dæd obligatorie, made by the said W. W. according to the stat. of Acton Burnel, and acknowledged &c. before H. A. then Maior of the city of C. vnto P.D. in the sum of &c. cõmonly called a statu, merchant; by meane whereof, the said W. W. at this day, is, and Sect. 66.

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for a long time hath bin grieued. For the better helpe and ease whereof, and for diuers other considerations, the said parties and euery of them mouing, they are condescended and agreed, in manner and forme following, that is to wit: The said W. and R. and either of them, are well pleased, contented and agreed, and further couenant and grant, to, and with the said R. that what time it shall please the said R. and as oft, and at all and euery time and times, as he shal so please, and when he shal thinke it most to him conuenient to sue forth execution, vpon the said stat. merchant, and to do his best, and vttermost endeuour for the obtaining of the same, and also to extend all and singular the lands and tenements which were the said W. M. at the time of the making of the said sta. merchant, or at any time since, as far forth, and in as ample manner and wise as the lawes, vsages, and customes of this realme will beare and permit, that the said W. and R. nor any of them, shall not in any wise hinder, let, or gainesay the same. And the said R. couenanteth &c. that he the said R. shall vpon the same execution sued, further vse, do, extend and shew all such fauour vnto the said W. in respect of the imprisonment of his person, as he lawfully may, and as by the same R. and W. or their learned counsell, or the learned counsell of either of them shalbe deuised or aduised, so that the same be not hurtfull nor preiudiciall to the said execution, nor may be deemed or construed a good and sufficient matter, to auoid and frustrate the same. And further, the said R. doth &c. that he shall and will from time to time, and at all and euery time and times, as he shalbe reasonably required, by the said R. his &c. and after that he the said R. hath extended or caused to be extended, such lands &c. or any part or parcell thereof, as at the time of the knowledging of the said sta. or at any time sithence, were the inheritance of the said W. and now be the lands and tenements of the said R. and in his seisin and possess, giue, grant, &c all and euery the said lands &c. vnto the said R. and his &c. to haue and to hold them during all such term, and time as the said R. should haue by the lawes, statutes, vsages, and customes of this and in the premisses, by the force of the said stat and extent, and to do, suffer, and make, seale and deliuer all such assurances in the law, for that purpose, as shal be deuised or aduised by the said R. or his assignes or his or their learned counsell, at his or their proper costs &c, in the law. And also the said R doth couenant &c. that afterwards he the said R. by vertue of the statute aforesaid, shall haue such lands &c. in execution, which at the forsaid time of the knowledging of the said statute merchant were the inheritance of the said W. M. set, lying, or being in W. in &c. To haue and to hold to the said R. and his assignes during all such terme and time, as the said R. shall be lawfully intituled by the said execution, to haue the same. And also the said R. doth couenant &c. that he nor they, shall doe

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no act nor acts, thing or things, to auoid or fruſtrate the foreſaid grants, and aſſignements, or any of them to be made vnto the ſaid R. and his aſſignes, of the premiſſes, in manner and forme aforeſaid, after that the ſame be had and made, to the ſaid R. and to his aſſignes, as is aforeſaid. And the ſaid W. and. R. in conſideration of the fauor which the ſaid R. hath in theſe Indentures couenanted to ſhew, do, vſe, and extend vnto the ſaid W. as afore appeareth. And alſo in conſideration of the ſaid grant to be made vnto the ſaid R. as likewiſe is afore expreſſed, whereby the ſaid W. ſhalbe defended from ſundry damages, the ſaid W. and R. and euery of thē, couenant &c. to pay to the ſaid R. his executors or aſſigns, the ſum &c. in manner and forme following, viz. 20. marks by yeare, yerely, by the ſpace of 5 yeres nert enſuing, at 2. termes in the yeere, to be nominated and appointed by the ſaid R. and 10. li. the nert yeare immediately following the ſaid 5 yeares, at 2. termes as aforeſaid. And the ſaid W. and R. do couenant, that he the ſaid R. for the true and gœd payment of the ſaid ſum of &c. to be contented and paid, as aforeſaid, ſhall and will charge all and ſingular his lands and tenements, which he hath in the ſaid county of C. and to doe all and euery act and acts, thing and things, for, and to that purpoſe, conuenient and appertaining, from time to time, as ſhalbe deuiſed, or aduiſed, by the ſaid R. or his learned counſell, at the proper coſtes and charges in the law, of the ſaid R. And alſo the ſaid W. and R. do couenant and grant, for them, and euery of them, to and with the ſaid R. from time to time, to beare and pay the moity and one halfe of the charges in the law, which the ſaid R. ſhal be put to in the ſuing forth of the ſaid execution, and extent. And alſo the ſaid W. and R. doe couenant &c. that the ſaid R. at the requeſt of the ſaid R. ſhalbe of counſell with him, in the ſuing forth of the ſaid execution and extent, and labour and trauell with him in the ſame, as appertaineth to a counſellor. And the ſaid R. doth couenat &c. to inlarge, & diſcharge the ſaid W. out of priſon, where he now remaineth, at the requeſt of the ſaid W. and R or either of them. And for the full and true accompliſhment of al & ſingular couenants, grants, agrœments, and articles mentioned in theſe Indentures, euery party couenanteth to other to ſtand bound in their ſeuerall dœds Obligatory, in the ſumme of &c. bearing date with theſe preſents. In witneſſe whereof &c.

Couenants to diſcharge Executors, and procure releaſe.

THis Indenture made &c. Betweene I. S. on the one party, and C. B. late wife of R. B. deceaſed, and executrix of the laſt will and teſtament of the ſame R. B of the other partie, Witneſſeth, That where the ſaid R. B. was in his life time put in truſt, as one of the feoffes of I. S. Eſquire deceaſed, to leaue and receiue the profits of certain lands and te- Sect. 61.

rements to the same feoffées assured, for certaine sums of money, to the vse, and for the preferment of the mariage of E. D. I. E. & A. S. fiue of the daughters of I. S. and by vertue thereof hath receiued and leuied the summe of &c. and hath in, and out of the same disbursed &c. to the vse of the said seuerall daughters, as in a scedule annexed to these presents appeareth, and so had remaining in his hands, at the time of his death, & wherwith the said E. as executor, to the said R. B. resteth chargeable & answerable to the said seuerall daughters in the summe &c. And whereas the said I. S. brother to the said H. E. A. and I. as he affirmeth, hath disbursed and payed for the preferment of the mariage of the said I. lately married to T. H. the summe of &c. and is to receiue the same againe of her portion, and thereby claimeth and demandeth of the said E. B. the said summe of &c. and which the said E. B. vpon reasonable discharge, is agréed to pay, the said I. S. doth first by these presents, not only confessing and acknowledging, that the day of thinsealing of the same, hee hath receiued and had of the said E. B. the summe of &c. to the vse of the said I. his sister, or such other his sisters, as the same of right is due vnto, and thereof and of euery part thereof, doth acquite and discharge the said E. B. her executors and administrators, but also doth confesse and acknowledge, that he hath taken and receiued of the said E. B. a full and perfect accompt of all the receipts of the said R. B. and all that they disbursed, and vpon the same iustly and truly made, as in the said scedule annexed appeareth, acknowledgeth the said summe of &c. and no more remaining in the hands of the said E. B. as executrix of the last will and testament of the said R. B. And the said I. S. doth further couenant and grant for him, his executors, and administrators by these presents, that the said I. S. his executors, administrators, or assignes, shall not onely discharge, defend, and saue harmelesse the said E. B. her &c. aswell against the said H. I. E. and A. and euery such person and persons, as now hath, or hereafter shall marrie any of thē, their, and euery of their executors, & administrators, as also against Sir W. B. knight, and the executors of H. L. Alderman deceased, and others the feoffées of the same I. S. deceased, of, and from all suits and demands, and all charges thereby to be sustained, which shalbe prosecuted against her, as executrix of the said R. B. deceased, for and concerning the hauing and receiuing of the said summe of &c. or any part or parcell thereof, but also shall procure to be sealed and deliuered to the said E. B. within one yeere next ensuing the date thereof, a lawfull and sufficient generall acquittance from all and euery such person and persons, as lawfully can, could, or might claime, aske, or demand, any part or parcell of the said summe of &c. by the said R. B. as is aforesaid receiued, and by her to the said I. S. paid. In witnesse whereof, &c.

Couenants to proſecute ſuit.

THis Indenture &c. betwæn I.B. and I.M. of &c. & G.R. on the ot her partie. Witneſſeth, that whereas about the 30. yeere of the Quæenes Maieſties raigne that now is, a certaine offence, pyracy or robberie was committed vpon the Seas vpon the goods and merchandize of one M. M and W. D. in the good ſhip called the Magdalen by diuerſe perſons, wher- of certaine for the ſame offence were executed, and certaine yet remaine and ſtand indicted, as by the record of the Court of, &c. more at large doth appeare. Now therefore it is couenanted and agreed betwæne the ſaid parties to theſe preſents, in manner and forme following: that is to ſay, The ſaid, I.B. for him &c. couenanteth, that the ſaid I.B. from time to time vpon the requeſt of the ſaid I.M. ſhall not only by the authoritie and power to him made by the ſaid I.M, and W.D. or otherwiſe, attach, im- priſon, and proſecute in due order of Law, as the ſaid I.M. ſhall direct him all and euerie the perſon and perſons, or any of them which ſtand indicted for the ſaid offence, and all and euery offender and offenders touching the pyracie, and their acceſſories, and euery of them: but alſo ſhall be aiding, aſſiſting, counſelling, and helping the ſaid I.M. in all and euery act, thing, and deuice that the ſaid I.M. ſhall lawfully go about to doe, perpetrate, or execute, about, touching or concerning the ſaid premiſſes, or any of thē. And that the ſaid I.B. his executors or aſſignes ſhall not at any time here- after releaſe, or otherwiſe diſcharge any of the perſons ſtanding indicted for the ſame offence, or any acceſſorie to the ſame offences, nor any offen- dor or offendors which was at the ſaid robberie, nor do, perpetrate or com- mit, or willingly ſuffer any thing or things to bee done touching the pre- miſſes, or any of them, or any matter, action, agreement, or other thing touching the premiſſes, or the perſons indited for the premiſſes, or others, concerning the ſaid offence, without the conſent, wil & agreemēt of the ſaid I.M, & G.R. their executors, adminiſtrators, or aſſignes, firſt had and obtained in writing, vnder their hands and ſeales for the ſame. And mo- uer, if it ſo bee, that any agreement ſhall be had for the premiſſes, or any of them, or otherwiſe howſoeuer by meanes or colour of the offence afore- ſaid: that the recompence, ſumme or ſummes of money, or other thing vpon ſuch agreement paied and receiued, ſhal bee diuided into three equall parts, whereof one part thereof the ſaid I.B. ſhall kæpe and detaine in his owne hands for his owne part thereof: The ſecond part thereof hee the ſaid I.B. his executors, or adminiſtrators, ſhall pay to the ſaid I.M. his executors, &c. within 4. daies after the receipt thereof in the Church of B. &c. And the 3. part thereof the ſaid I.B. ſhall pay to the ſaid G.R. &c. In conſideration of all which premiſſes, the ſaid I.M. for him &c. couenan- Sect. 62.

the said I. M. for him &c. couenanteth &c. to and with the said I. B. his executors and assignes by these presents, that he the said I. M. his &c. shall beare and discharge all costes, charges, and expences that shall hereafter be disbursed, paied, or expended, in or about the prosecuting of the premisses, or any of them, at all, and euery such time and times, as the same shall be disbursed and paid from time to time. In witnesse, &c.

Couenants to surrender Copyhold lands.

Sect. 63. THis Indenture made betweene T. M. R. S. &c. Witnesseth, That the said T. M. in consideration of 120. pounds &c. doth for himselfe &c. couenant &c. that he the said T. or his heires, before the feast of S. next ensuing the date hereof, shall and will according to the custome of the manor of S. in the said countie of Y. surrender into the hands of the Lord of the said manor, all those Copihold lands, tenements, medowes, pastures, and hereditaments, within the Soke of C. aforesaid, now or lately in the seuerall tenures or occupations of R. L. H. M. R. B. and D. C. or of any of them, or of the assignes of them, or of any of them, which now be, or heretofore haue bin the lands &c. of the said T. M. or of I. M. his late father deceased, to the vse and behoofe of the said R. S his heires and assignes for euer, according to the custome of the said manor of S. And that he the said T. M and his heirs, shall and will at all and euery time and times hereafter, well and sufficiently do, make, knowledge, finish, and execute, all and euery such further reasonable act and acts, thing and things, deuise and deuises, conueyance and conueyances, surrender and surrenders, assurance and assurances in the law, of the said tenements and premisses, with the appurtenances, for the absolute, good, and perfect assurance and conueyance of all the said tenements & premisses, with the appurtenances, to the said R. his heires and assignes for euer, according to the said custome of the said manor of S, without any manner of condition thereunto annered, as shalbe deuised, aduised or required by the said R S. his heirs or assigns, or by his or their or any of their Counsell learned in the lawes of the Realme &c.

Hereunto may be added such other couenants for the deliuering of copies: and being seised in fee, according to the custome, and for quiet enioying, and saiuing harmelesse of incumbrances &c. as beene vsed in the sale of charter land, Mutatis mutandis: or in the Conditions or Obligations for such purpose &c.

Couenants touching the assignement of Executorship.

THis Indenture &c. Betweene W. C. &c. executor of the last will and testament of S. I. G. deceased, of the one party, and T. C. of the other partie, Witnesseth, that where the said S. I. G. did by his last will and testament, bearing date &c. make, constitute, ordaine, and appoint the said W. C. his sole executor of his last will and testament: Now the said W. C. for diuerse good causes and considerations him specially moouing, hath giuen &c. vnto the said T. C. his executors and assignes, all and singular the goods, chattels, leases, implements, and vtensils of household, debts dueties, and credits, which were to the said I. G. at the time of his death, other than such goods, chattels, and implements of household stuffe, onely to the value of &c. as bin assigned and appointed to dame A. G. late wife of the said I. G. in satisfaction of &c. to her couenanted to be paied. And also other than all such goods, chattells, and debts, and other things of the said Testator, as the said W. C. hath heretofore administred, extinguished, and released, being contained in the scedule Indented, hereunto annexed. To haue and to hold &c. (except before excepted) to the said T. C. his executors and assignes, in as large and ample manner and forme, as he the said W. C. the day of the date of these presents, hath or by any lawfull wayes or meanes might or ought to haue the same. And the said W. C. doth also by these presents graunt and authorise, as much as in him lyeth, and doth constitute, make, ordaine, and appoint the said T. C. to bee his true and lawfull atturney, to arrest, sue, & implede vpon iust cause, and to defend and answere in lawfull wise, in the name of the said W. C. or any his executors or administrators, all and all manner of iust and lawfull actions, suits, prosecutions, and demands, that at any time hereafter shalbe brought and commenced in the name of the said W. C. or any his executors either by the meanes of the said T. C. his executors or assignes, or against the said W. C, as executor of the said S. I or any his executors or administrators for any matter or cause, in any wise touching or concerning the said W. C. by reason of the executorship of the said S. I. or by reason of the said last will and testament, or any thing therein contained, without the voluntary renocation, nonsuit, or denial of the said W. C. or any his executors or administrators, and without any account yeelding vnto the said W. C. his executors or administrators, or any of them, for the same, at any time. And further, the said W. C. doth couenant &c. that the said W. C. his executors &c. or any of them, shall not at any time hereafter release, acquite and discharge any person, for any debt, or duetie, due to the said S. I. except he or they be enforced, ordered, or adiudged by any sentence, iudgement, order or decree

Sect. 66.

to bee had or made by any Court in this Realme, Ecclesiasticall or temporall, nor wittingly or willingly shall doe any other or further act, or thing, in any wise touching or concerning the execution of the said last wil and testament, or any part thereof, or the reuocation of those presents, without the assent, aduice, or consent of the said T. C. his executors or administrators. And the said T. C. for the considerations afore in these present Indentures specified, couenanteth for &c. that the said T. C. his executor &c shall and will, at all time and times hereafter, sufficiently acquite, discharge, or vpon knowledge giuen, saue harmeless the said W. C. his heirs, and executors, of, and from all maner of actions, suits and demands, whatsoeuer it be, by reason of the said last will and testament, or by colour or cause of any administration, medling, or dealing, of, or with the said goods, chattels, or other things of the said Testator, or by reason of any action or suit, to be had and prosecuted in the name of the said W. C. or his executors, by the meanes or procurement of the said T. C. his &c. or by reason of any other action or suit to be had and stirred against the said W. C. or his executors, as executors of the said Sr. I. shall at any time hereafter, by any waies or meanes, happen to come, arise, or to be commenced or prosecuted against the said W. or his executors touching or concerning the same, or else at the least within one moneth next after knowledge had by the said T. his executors or administrators, of any trouble or suit hereafter happening to the said W. C. his executors or assignes, by reason or occasion of any the said executorship, administration or causes aboue said, shall recompence and allow him such charges as hee shall fortune or necessarily be occasioned to sustaine and be at, by reason of the said suite or suites, or causes aboue said, Any article or thing in these presents mentioned to the contrarie notwithstanding. And the said T. C. for him &c. doth couenant &c. That he the said T. C. his executors or assignes, shall and will, at all times hereafter, pay or discharge all legacies and all other things specified and contained in the last will and testament according to the true intent and meaning thereof, other then the legacie of the said W. C. and the legacie of I. G. second son of the said sir I. G. In Witnesse &c.

Couenants for speedie trial, and quiet and indifferent occupation in the meane time.

Sect. 65. THis Indenture made &c. Witnesseth, that whereas heretofore diuers controuersies, suits, and troubles haue risen, and yet be betwixt the said parties, of, about & concerning one farme, lying and being in Y. within the towneship of A. in the county of D. in the tenure & occupation of the said T. R. To which farme the said F. R. maketh claime and pretendeth title

title and right: to the intent that the foreſaid pretended title and right, in, and to the foreſaid farme may quietly be tried betwixt the ſaid parties in ſome of the Queenes Courts, according to the lawes of this Realme, with as much ſpeed as the law will the ſame permit and ſuffer without any delay to be ſought or had by either of the ſaid parties, & to the end that fauor, friendſhip, and neighbourly loue might bee in the meane time continued betweene the ſaid parties, their ſeruants and families, and that all vnlawful & forcible attempts, entries, & breaches of the Q. peace may be eſchewed, and all other enormities and harmes that thereupon might grow and come, eſcaped. It is couenanted &c. and either of them for himſelfe &c. doth couenant &c. that all the hay that is or ſhall be gotten, in, and vpon the ſaid farme in this next hay harueſt, ſhall be mowed, made, and inned at the indifferent coſts and charges of both the ſaid parties, & by their mutuall conſents, agreements, and commandements, laid in ſome one conuenient place for the preſeruation of the ſame within the ſaid farme, without all couin and deceit. And that all the ſaid hay ſo inned and placed (as is aforeſaid) ſhall there remaine indifferently and ſafely kept vnoccupied by either of the ſaid parties, their &c. vntill ſuch time as the ſaid pretended title & right be throughly and lawfully tried and knowne betwixt the ſaid parties, their &c. and then the ſaid Hay to be deliuered to him or them, their &c. according to their ſeuerall rights therein, without all couin. And alſo that they the ſaid parties ſhall and may occupy and eat all the graſſe growing, in, and vpon the ſaid farme, with their beaſts and cattell together in common and vndiuided, without any diſturbance or let, had or made by thone of them to the other of them, and without any diſturbance or let to be made by theirs &c. of thone of them to theirs &c. of the other of them, vntill the ſaid pretended right and title vnto the ſaid farme, ſhall be fully & lawfully diſcuſſed, tried, & knowen betwixt the ſaid parties, their &c according to the lawes of this realme. And then and after the ſaid title and right fully and lawfully tried and ended by the lawes of this realme, that it ſhall and may be lawfull to and for the ſaid parties, or either of them, their heires or aſſignes, To haue &c. the ſaid farme, with the appurtenances to them, their heires or aſſignes, or the aſſignes of them, or either of them for euer, according to his or their right and title ſo to be tried and found, without any further ſuit or trouble. And alſo that this agreement nor the indifferent poſſeſſion of the ſaid farme to be occupied as is before expreſſed, ſhall not at any time hereafter be preiudiciall or hurtfull to either of the ſaid parties their heires or aſſignes, touching or concerning the trials of their titles and rights, or the title, right and poſſeſſion of either of them, nor that the one ſhall take or ſeeke any aduantage in the law thereby againſt the other. But that either of them ſhall & may haue & take like

aduantage in the law of this land, thone against the other, in as ample and large manner, and in none otherwise or manner, than as though there had neuer beene any such order or agreement, or occupation of the said farmes made or taken betweene the said parties, their heires or assignes: any thing in this present Indenture to the contrary notwithstanding. And also that the said T. R. and F. R. and either of them, their heires and assignes shall further and haste with as much spéd as in them, or either of them is and may be done, had, and suffered by the law of this realme, all and euery such action, suit, or complaint, as is or shall be commenced and begun betweene them, their heires or assignes, for the spédier & better triall of the said pretended right, title, or possessiõ of the said farm, al delaies in the said suit, actiõ or cõplaint set apart. And also that some one actiõ shal be agréed vpon betweene the said T. R. and F. R. wherein the said F. shall be plaintife or demandant, by thaduise of both their learned councell in the law, whereby the said pretended right and title to the said farme may be best and most spédily tried and found out, according to the lawes of this realme, without all couin. And that the said T. R. and F. R. shall behaue themselues friendly and louingly thone toward the other, by and during all the time of the said triall, according to the lawes of God, and this realme. And that for the better performance and fulfilling of all and singular couenants, grants, and agréements contained and specified within these present Indentures, according to the true meaning thereof, either partie shall be bound to other in the summe of 400 l. of lawfull English money. In witnesse &c.

Couenants to make assurance.

Sect. 66. THis Indenture, made &c. Witnesseth, that the said T. for and consideration of &c. doth for himselfe &c. couenant &c. that he the said T, and his heires, and B. now his wife, and euery of them at all and euery time and times hereafter, &c shall and will do, make, knowledge, finish and execute all and euery reasonable act and acts, thing and things, conueyance and conueyances, assurance and assurances in the law, for the good and perfect assurance, surety, sure making and conueyance of all and singular those messuages &c. whereof or wherein the said J. was euer in his life time seised of any estate of inheritance, to the said T. B. his heires or assignes and to such other person and persons & his & their heires &c. to his and their only vses, vnto whom the said G. & A. his late wife deceased, or either of them haue heretofore alienedor by any other waies or meanes whatsoeuer conueied or assured the said tenements or any part thereof, as by the said G. B. his heires or assignes, or by the said such other person and persons their heirs and assignes vnto whom the said G. B, and A, or either of them

them haue ſo (as is afore ſaid) alienedor conueyed the ſaid tenements, or any part thereof, or as by R. W. and T. Y or the ſuruiuour of them ſhal be reaſonably deuiſed or aduiſed. So that the ſaid ſeuerall aſſurances or conueyances, nor any of them extend not to bind him the ſaid C. or his heires or any of thē, to any further or other warranty, than only againſt them their heires and aſſignes. And ſo that the ſaid C nor his heirs be not inforced to trauell for the making or knowledging of any ſuch aſſurance or aſſurances abouer. miles from B. afore ſaid. And the ſaid C for himſelfe &c. doth couenant &c. that it ſhall and may be lawfull to and for the ſaid G his heires &c. and euery of them, and euery ſuch other perſon and perſons vnto whom the ſaid G and A, or either of them haue heretofore alienedconueyed, or by any other waies or meanes aſſured the ſaid tenements and premiſſes, or any part thereof at all and euery time and times hereafter peaceably and quietly to haue, hold, occupy, and enioy the ſaid tenements and premiſſes and euery part thereof with the appurtenances And that all the ſaid tenements &c. now are and be, and ſhall, and may for euer hereafter ſtand, remain, continue, & be vnto the ſaid G, B, &c. clearely acquited, diſcharged, or otherwiſe well and ſufficiently ſaued, & kept harmles of and from all and all maner of former bargains, ſales, gifts, grants, leaſes, feoffements, ioyntures, dower, ſtatutes, recogniſances, bonds, rents, ſeruices, arrerages of rents, and ſeruices, intruſions, fines, forfeitures, iſſues, amerciaments, iudgements, condemnations, executions, rights, wils eſtates, uſes, intailes, titles, entries, and conditions, and of and from all other titles, charges and incombrances whatſoeuer had or made by the ſaid C, his, &c. or by any other perſon or perſons whatſoeuer lawfully hauing or claiming the ſaid tenements or any part thereof with thappurtenance by, from, or vnder them or any of them, or by the meanes, aſſent or procurement of them or any of them. In witneſſe whereof &c.

Couenants to aſſure lands to ſaue harmeleſſe of recogniſances.

THis Indenture tripartite &c. betweene T. N. of &c. & T. S. G. F. W. P. F. W. and E. W. of &c. Witneſſeth, that where the ſaid T. Y. W. P. and F. W. by one obligation or recogniſance lately made and prouided by ſtatute for recouerie of debts, bearing date &c. ſtand ioyntly and ſeuerally bound to the ſaid Y. L. of &c. in ſumme of &c. And where alſo the ſaid T. N. T. S. and G. F. by like bond or recogniſance lately made and prouided by ſtatute for recouery of debts, bearing date &c. ioyntly and ſeuerally bound to the ſaid Y. L. in the ſumme &c. Neuertheleſſe it is now couenanted &c. betwixt the ſaid parties and euery of them for them, &c. in manner &c. that is to ſay, the ſaid T. N. for himſelfe &c. to and with the ſaid T. S. G. F. W. P. F. W. and E. W. their &c. that the ſaid Sect. 67.

said T. N. before the feast &c. next ensuing after the date hereof, at the costs and charges in the law of the said T. N, his heires and assignes, shall make or cause to be made to the said T.S. G.F. W.P. F.W. and R. S. and to their heires, a good, sure, sufficient, and lawfull estate in the law, in fee simple, of, and in all that his manor of &c. to the vses and intents hereafter following, that is to say, to the vse of the said T. N. and his heirs so long as the said T. N. his executors, administrators or assignes, doe well and truly acquite, discharge, or saue harmeless the said T.S. G.F. W.P. F.W. & E.W. their heires, executors & administrators of euery of them against the said H.L. his executors and administrators of the said seuerall recognisances, and either of them, and of, and from all manner of summes, debts, penalties, and all other duties contained in the same. And if the said T. N. his heires, executors, or administrators, do faile or make default, and do not well and truly acquite, discharge, or saue harmeless the said T.S. G F. W. P. F. W. and E. W. and euery of them, their heires, executors, and administrators, and the heires, executors, and administrators, of euery of thē, against the said H.L. his heirs, executors administrators, and assignes, of, and from the said seuerall recognisances, and euery of them, and of, and from all manner of debts, summes of money, and other duties and penalties contained in the said seuerall Recognisances, and euery of them, that the said T.S. G.F. W. P. F. W. E. F. and R.R. and their heires shall stand and be seised, of, and in the same manor &c. to the vse of them, the said T. S. &c. and of their heires and of the heires of euery of them, vntill such time as the said T. S. &c. his heires, executors or administrators, haue fully and clearely perceiued receiued, leuied and taken, all and euery such summes of money, debts, forfeitures, and penalties thereof, as the said T.S. &c. or any of them, their heires, executors, or administrators, or the heires, executors or administrators, of euery of them, shall be at euery time compelled by any maner of meanes, to pay, sustaine, or beare by force of the said seuerall Recognisances, or by force of either of them. And furthermore, the said T. N. for him, his heires and executors, couenanteth and granteth, to and with the said T.S &c. their heires, executors, and administrators of euery of them, by these presents, that the said manor &c. the day of the making thereof, are fully and clearely discharged of all former bargaines &c. had, made, done, or suffered to be done by the said T. N. or any his ancestors, the chiefe rents and seruices from thenceforth to be due to the chiefe Lord or Lords of the fee for the premisses, & all leases for terme of yeares, life or liues, wherupon the old accustomed yearly rent or more bee reserued & the said seuerall recognisances only excepted. And also the said T. N. for him his heires, and executors, couenanteth &c. to and with the said T.S. &c.

their

their heires &c. that all such persons as now stand and be seised of, and in the said manno3 &c. shall stand and be seisedof, and in the said mano3 &c. to the use of these Indentures, and of the articles and couenants compri-sed in the same. And that all estates hereafter to be made, of, & in the said mano3 &c. during the life of the said H. L. shall be to the vse & intent men-tioned in these p3esents, and to none other vse no3 intents. In witnesse, &c.

Couenants to make assurance in taile, after a fine knowledged.

THis Indenture made &c. betweene &c. Witnesseth, &c. that they the said Sect. 68.
W. H. before the feast of &c. by fine to be leuied before the Iustices of our Soueraigne Lady the Queene, of her common place at Westmin-ster, shall acknowlege the capitall mesuage &c. by the name &c. to be the right of the said E. M. &c. As in other couenants to leuie fines sur cogni-sance de droit come ceo &c. with release and warranty. And that the said fine so knowledged and ingrossed of the p3emisses, shall be to the vse of the said E. M. and R. T. and of their heires onely, and to none other vse. And the said E. and T. for them &c. to and with the said &c. that the said E. and T. and their heires, and the heires of the suruino3 of them, within one moneth nert after the said fine so knowledged and ingrossed, as is afo3esaid, by their deed indented, sufficient in the law, in due fo3me to be made, shall and will giue and grant the said capitall mesuage, and all and singular the said tenements and p3emisses to them to be assured, as is afo3esaid, to the said W. M. and to the heires males, of his body law-fully begotten, To haue and to hold the said capitall mesuage, & all other the p3emisses with their appurtenances, to the said W. M. & to the heires males of his body lawfully begotten, to hold of the said E. and T. by fealty onely fo3 all seruices. Yeelding & paying therefo3e yearely to the said E & T. o3 to the suruino3 of them, their heires o3 assignes xx. s. of &c that is to say, at the feast of &c. by euen po3tions to be payed (with a sufficient clause of distresse to be contained in the said deed, fo3 the payment thereof at the dayes & times afo3esaid, with a P3ouiso also to be contained in the same deed:) That if it shall happen the said W M o3 the heires males of his body lawfully begotten, to suffer any recouerie against him o3 them of the said capitall mesuage, o3 other the p3emisses o3 any part o3 parcell thereof, o3 by any other waies o3 meanes make any alienation o3 discon-tinuance of the same p3emisses, o3 any part o3 parcell thereof, and after-ward shall happen to die without issue male of his body lawfully begotten, that then (that is to say) immediately after the decease of

the

the said W. M. and the heires males of his body lawfully begotten, and after the said state taile made, as is aforesaid, the said deed indented sperit, executed and determined, and not before, it shall be lawfull for the said E. M. and T. R. to enter or reenter into the said tenements and premisses and them to haue againe and repossed to them and to their heires: the said deed indented, or any thing therein to the contrarie thereof notwithstanding. And also the said E. M. and T. R. for them &c. that they the said E. and T. their heires and assignes, within foure dayes next after the making of the same deed indented, and of the execution of the said estate of the said capitall mesuage, and all other the premisses to the said W. and to the heires males of his body, as is aforesaid, by one other deed sufficient in the law, reciting the graunt by them made to the said W. M. and of the heires males of his body lawfully begotten, as is aforesaid, shall giue and graunt the reuersion of the said capitall mesuage, and all other the premisses, together with the yearely rent aforesaid to the said H. M. To haue and to hold the said reuersion of the same capitall mesuage, and all other the premisses to the said H. M. his heires and assignes for euer. And the said W. M. for him &c. couenanteth &c. that he the said W. in due forme and order of Law, shall vpon reasonable request to him to be made by the said H. M. atturne tenant vnto the said H. M. of the premisses, and shall pay to him, his heires and assignes the said yeerely rent to be reserued by the said deed indented, and to be granted to the said H. M, his heires and assignes, as is aforesaid. And also shall permit and suffer the said H. M. his heires and assignes, lords of the residue of the manor of B. aforesaid, yearely at two seuerall times in yeare, that is to say, in one day betweene the feast of &c. and in one other day betwixt the feast of &c. vpon reasonable warning giuen to them of the said day, to keepe his Court for his tenants of the said manor of B. in the Hall of the said manor, without let or disturbance of the said W. M. and of his heires males lawfully begotten or of any other person or persons by his consent, procurement, or commandement. Furthermore, the said E. M. and T. B. for them &c. that the said capitall mesuage &c. at the time of the making of the said estate to &c.

A Couenant to sell but to the vendee.

Sect. 69. AND the said I. R. doth couenant &c. that he the said I. or his heires, if within one whole yeare next after the death of the said R. his mother, the said I, his heires &c. shall not well and truly haue paied vnto the said M. his heires, administrators &c. the said summe of &c. and shall make or cause to be made one good, sure, sufficient, absolute, and indefeasible estate or assurance in the Law in fee simple, of, and in all the aboue bargained

gained tenements and premises, and euery part thereof with thappurtenances vnto the said N.S. his heires or assignes, or to such other person or persons, as the said N. his heires or assignes shall name or appoint, to his and their owne only proper vse and behoofe for euer &c. And also that neither the said I.K. nor his heires, at any time or times hereafter, shall, or will giue, grant, bargaine, morgage, sell, alien, set ouer, alter, discontinue, or depart with any part of any the measuages, lands, tenements, & hereditaments aboue herein mentioned to be bargained and sold, or wherfore he the said I. now standeth and is seised to any person or persons, other then onely to the said N.S. or his heires, if the said N. or his heires will giue such price and prices for the same, as shall be set downe, made, and appointed by T.W. A.G. R.B. and N.S. or so many of them as shall happen to be liuing, at the time of such sale and alienation to be made, without the speciall licence of the said N.S. or his heires first had and obtained in writing.

A Couenant not to take aduantage of former couenants, if lands descended not, and to assure more lands to supplie the value.

PRouided neuertheless, and it is couenanted &c. That if the said lands, tenements, and hereditaments, before in these presents limited so be to the vse of the said E. as is aforesaid, shall not be, continue, remaine and come to the said E. from and after the death of the said R.S. of the cleere yeerely value of one C. markes, ouer and aboue all charges and reprises (as is aforesaid) That thē the said I. and Y. nor either of thē, nor the executors nor administrators of either of them, shall take any benefit or aduantage of that part of the couenant before mentioned in these presents, whereby the said R.S. did couenant and agree, that the said lands, tenements, and hereditaments, before assured to the said E. and the said heires males of her body (as is aforesaid) should be or continue, of the cleere yeerly value of one C. marks aboue all charges and reprises, if the said R.S. his heires, executors, or assignes, or any of them so often as the said lands tenements, and hereditameuts, with the appurtenances, shall become of a lesser yearely value, ouer and aboue all charges and reprises, than of the yearely value of a hundreth marks, shall and will at the costs and charges in the law of the said R. his heires, executors, or assignes assure to the said I.S. and Y.M. and to their heirs to the vses before expressed, other lands, tenements, and hereditaments with thappurtenances: which said other lands, tenements, and hereditaments, together with the lands and tenements before in these presents assured, to the vse aforesaid, shall and may be of the yeerely value of one hundreth Markes, ouer and aboue all charges Sect. 70.

ges and repr̃ises within two months nert after request to be made to the said R. his heires or executors, by the said I. S. and Y. P. or either of thē, their heires, executors, or assignes.

A Couenant for the shewing of euidences, for the maintenance of anothers interest.

Sect. 71. FVrthermore, the said R. D. couenanteth and graunteth &c. to and with &c. by these presents, that the said R. D. and his heires, shal at all time & times hereafter, when, where, and as often as neede shall requir, for and during the space of r yeres, nert ensuing the date hereof, vpon resonable request to him or them hereafter to bee made by the said R. D. or his heires, or at the costs & charges of the said R. D. his heires or assignes, or some of them, shew all such euidences, charters, writings, escripts, escrowles, dœds, court rols, customaries, transcripts of fines, exemplifications of record, and muniments, as doe in any wise touch or concerne the premisses, or any part thereof: Or as many of the same as shall be necessary or nædfull for the maintenance of the state, interest, right, title, or possession of the said R. D. and of the heires and assignes of any of them, in, or to the premisses with the appurtenances, and euery or any part or parcell thereof.

A Couenant to deliuer Writings vpon notice or suit.

Sect. 72. ANd the said P. L. &c. doth couenant &c. that if it shall fortune hereafter the said I. B. and I. L. or any of them, to be sued or impleaded by any manner of suit or action, without the consent of them the said I. B. and I. L. for the lands and tenements, in these presents compr̃ised, or any part or parcell thereof, or for, or touching any the issues and profits of the same: then the said P. L. his heires or assignes, vpon reasonable warning and motion to him or them giuen thereof by the said I. S. his heires, executors or administrators, shall deliuer or cause to be deliuered to the said I. B. and I. L. or to the suruiuor of them, or their heires, all such dœds, euidences, writings, charters, terrars, and muniments, touching or concerning the foresaid lands, tenements, and hereditaments, for the only purpose and intent, that they therewith shall and may the better defend, maintain, and preserue their titles, interests, vses, possessions, and occupations together, and taking the profits thereof against all persons: So that the same dœds and other writings bee safely deliuered againe vndefaced and vncancelled vnto the said P. L. his heires and assignes in conuenient time, &c.

A

A Couenant to leaue yron Mills furnished, in default of payment.

AND further, if the said S.R. his heires, executors, or administrators Sect. 73.
faile, or make default, of, or in payment of the said summes of, &c. in part or in all, contrary to the forme aforesaid, That then the said S. R. his heires, executors, and administrators, and euery of them, shall not only leaue vnto the said R.B. his heires, executors, and assignes, to his and their owne vse, all such forges, mills, waters, and all other ingins and necessaries as be now vsed and had, by the said S.R. his executors or assignes, vpon the premisses, or any part thereof, about the getting or making of yron there, without hurting, spoiling, or impairing, or defacing the same or any part thereof, and without any reclaim, suit, challenge, or demaund therefore to be made by the said S.R. his heires, executors, farmers, tenants, or assignes, or any of them, or any other to his or their vse.

A Couenant to be seised to the vse of lessees performing Couenants.

AND it is granted &c. by all the said parties, that the said conueyances Sect. 74.
and assurances by these presents couenanted and agreed, to bee made of the premisses before mentioned, vnto the sayd I.C. and R.H. shall as concerning the lands and tenements, and other the premisses in forme aforesaid, be demised and granted. And that I.C. and R.H. and the suruiuor of them, and their heires, and the heires of the suruiuor of them, shall stand and be seised thereof, to the vse of such person and persons, to whom any such demise or lease shall be made, during the continuance of any such demise or lease, according to the true meaning and effect of these presents, and euery such Indenture. So that such lessées and grantées, during his or their seuerall lease or leases, grant or grants, the rents reserued and expressed, in, and by the Indenture of his or their said lease or grant, doe pay or cause to be paied to such person or persons, to whom the immediate reuersiõ or remainder of the said premisses so demised or leased, shall by the purport and true meaning of these presents belong or appertaine. And doe also performe the conditions, couenants, and grants, according to the purport and true meaning of his or their Indentures of lease, and that as well concerning the reuersion or reuersions, remainder or remainders of the same premisses so to be leased & granted, and of the rents, dueties, and seruices thereupon to be reserued, or to the same reuersion or reuersions, remainder or remainders incident, due or payable by reason of euerie such lease or grant, during the continuance of the same interest, as also after the expiration and determination

determinatiõ of euerie ſuch leaſes or grants, the ſaid aſſurance therof ſhal be, & the ſaid I. C. and R. H. and the ſuruiuour of them and their heires, and the heires of the ſurmiuour of them, ſhal bee ſeiſed thereof to the onely uſe and behoofe of ſuch perſon and perſons, to whom the ſame premiſſes in forme aforeſaid to be leaſed and graunted, ſhould by the purport and true meaning of theſe preſents haue deſcended, remained, reuerted, or come, if no ſuch leaſe or grant had thereof bin made or granted, and that of like eſtate and courſe of inheritance with ſuch remainders, in like and in the ſame order and degree, and in ſuch manner and forme to all intents and purpoſes, as if no ſuch leaſe or grant had bin thereof had or made: any thing in theſe preſent Indentures to the contrary notwithſtanding.

Couenants of an vnderſherife to execute his office to ſaue the high Sherife harmeleſſe.

Sect. 75. THis Indenture made &c. betweene F. S. &c. Sherife of the counties of W. and L. of thone party, and A. G of A. &c. on thother partie, Witneſeth, that it is couenanted &c. that is to ſay, the ſaid F. doth by theſe preſents ordaine, conſtitute, depute, and make the ſaid A. G. to be his Vnderſherife in the ſaid counties of W. and L. and to haue, occupy, and enioy the ſaid office of Vnderſheriffe there, to the ſaid A. during all ſuch times as the ſaid F. ſhall continue and be in authority of the effice of the ſaid Sheriffe of the ſaid counties of L. and W. by vertue and authority of our ſaid Soueraigne Lady the Q. letters patents, of the Sheriffes office there to him directed, bearing date &c. And alſo the ſaid F. doth by theſe preſents graunt &c. to the ſaid A. that he ſhall and may take and haue during the ſaid terme, all manner of farmes, rents, fées, reuards, and profits, lawfully to the ſaid office of Sheriffe, or office of Vnderſheriffe, or for ſeruing, executing, or returne of any manner of writs, warrants, precepts, or proces in the ſaid Counties of L. and W. belonging or appertaining. And alſo all felons goods & eſcheates that ſhall happen to be lawfully due to the ſaid Sheriffe during the ſaid time, within the ſaid counties of W. and L. And the ſaid F. doth by theſe preſents graunt, aſſigne, and depute to the ſaid A. the lawfull order, cuſtody, and gouernment of all and ſingular manner of gaoles, priſons, and of the priſoners now or hereafter to be therein, to be lawfully and duly ordered, kept, and demeaned by the ſaid A. or his deputy or deputies, ſeruant or ſeruants, during the terme that the ſaid F. ſhall haue the ſaid office or the cuſtody, order and gouernment of the ſaid gaoles, priſons, and priſoners, by vertue and authority of the ſaid office of Sheriffe, and letters patents aforeſaid

ſaid. In conſideration whereof the ſaid A. doth by theſe preſents graunt, to and with the ſaid F. that he the ſaid A. and his aſſignes, ſhall at all & ſingular time and times, from time to time, after the date of theſe preſents conſerue, diſcharge, exonerate, ſaue harmeleſſe, and acquite the ſaid F. his heires, executors, adminiſtrators, and aſſignes, and euery of them, and the ſureties of them and euery of them, of, for, and from al, and all manner of forfeitures, paiments, and fines, paines, penalties, amerciaments, charges, leaſes, iſſues, damages, incumbrances, and demands whatſoeuer in any wiſe, in any court, or elſewhere, to be ſet, paied, and ſuſtained, ſuffered, or had to our ſaid Soueraign Lord and Lady the K. & Q. Maieſties, and the heires and ſucceſſors of them, or to any other perſon or perſons in any wiſe, for and vpon any eſcapes, executions, or returnes of writs, commiſſions, priuie ſeales, proclamations, proceſſe, precepts, ſeales, and warrants, by any waies, manner, or meanes, to, or vpon the ſaid F. for, vpon or vnder the ſaid office of Sheriffe in any wiſe directed, named, or had for any act, matter, default, office, or thing, to bee committed, done, neglected, or ſuffered, perpetrated, or had by the ſaid A. or any of his ſaid ſeruants, miniſters, deputies, or aſſignes, during the time that the ſaid A. ſhall continue in their ſaid authoritie or office, or any of them. And alſo the ſaid A. in conſideration aforeſaid, doth by theſe preſents graunt, that the ſaid A. ſhall duly pay, enter into, or make perfect, finiſh, acquite, and diſcharge, for and in the behalfe of the ſaid F. in the Exchequer, now commonly called the Eſchequer, and elſewhere, all and ſinguler, and all manner of profits, rents, debts, duties, and demaunds, accompts, coſts, charges, fees, recogniſances, and bonds, for or vpon the ſaid Sherife, or any his ſureties, or by reaſon or meanes of the ſaid office of Sherife, of, and in the ſaid counties of W. and L. or either of them, or of any officer or miniſter of the ſaid Sherifes office in any wiſe due or demaundable, during the time that F ſhall haue the ſaid office of the ſaid Sherife, of the ſaid counties of W. and L. or to be accomptable thereof. And that the ſaid A. ſhall daily, lawfully, and in conuenient time by himſelfe, or his aſſignes, bring vnto the ſaid F. his heires, executors, or adminiſtrators, his and their lawfull acquitance and diſcharge for the accompts and duties of the ſaid Sherifes office of both the ſaid Shires of W. and L. for the time that the ſaid F. ſhall haue beene Sherife there by the ſaid Letters patents. And the ſaid A. G. doth by theſe preſents grant, to, and with the ſaid F. that the ſaid A. ſhall well and worſhipfully make, prouide, ſuſtaine, and maintaine at all and ſingular times, during the time that the ſaid F. ſhall haue the ſaid office of Sheriffe of the ſaid countie of W. by the ſaid Letters patents, conuenient and competent meate, drinke, lodging, food, ſuſtenance, & intertainment of the Iuſtices of Aſſiſes, Iuſtices of gaole deliuerie, and

the Clerke of Assises, and for all and euery their Clerkes, ministers, and seruants of any the Iustices and Clerkes, and for the horses and moiles of them, and euery of them, and for all other attendants, at and about the said Iustices of Assise, or gaole deliuery, at, or within the said counties of W. and L. during the said time and times, at and by the ouersight and appointment of the said F. or such other person or persons, as the said F. shall thereunto nominate and assigne. Prouided alwayes, and it is graunted and agreed by these presents, betweene the said F. and A. that the said A. or any other person in his behalfe, shall not make or returne any other panell, iurie, or inquest, for, in, or vpon any writ of Venire facias, or of any other processe pursued, directed, or had, during the time of the said Sherife of the Countie of W. out of any the Qu. Maiesties Courts, commonly called the Chauncery, Kings Bench, Common Place or Exchequer, vnlesse the same panell, iurie, or inquest shalbe consigned with the hand of the said F. or of some other party that he shall nominate or appoint. Nor the said A. nor any person in his behalfe, shall in any wise doe or cause to be done, without the speciall licence of the said F. S. first obtained and plainely had, done, or appointed, any act, matter, or any thing vpon any writ, commission, action, presentment, iudgement, indictment, processe, or suit, that in any wise, manner, or meanes shall be, for, or against any of the Earles of S. H. &c. or any of them, or for, or against any other person or person, that is, or hereafter shall be knowne or declared to the said A. by the said F. to be his friend. And it is also prouided and agreed by these presents, betweene the said F. S. and A. G. that the said F. shall and may make, ordaine, constitute, and appoint from time to time during the time of his office by the said letters patents, such persons, which during that time, haue, occupy, and inioy the ij. bailywikes, and offices of Bailies, of, and in the Hundreds of R. and H. and either of them with thappurtenances in the county of W. aforesaid, and that the same persons shall haue, take, occupy, and inioy the said Bailiwikes, and either of them, together with all and singular manner of profits, commodities, and aduantages with thappurtenances appendant to the same Bailiwikes, or either of them, in any wise concerning, growing, belonging, or during the time, ouer and besides that shall be to the Qu. maiestie: any thing in these presents contained to the contrary in any wise notwithstanding. And the said F. doth moreouer graunt by these presents to the said A. that he the said F. and his assignes, shall in due and conuenient time, as shortly and conueniently as may be after the time of the said office ended, accompt and declare to the said A. G. or his assignes, at the said manno^r of S. H. the true value and rent of all and singular rents, reuenues, duties, and forfeitures, due to be paid, and then leuied or leuia-

ble to the Quéenes Maieſties vſe or behalfe, within the county of L. for-vpon, in, or by the office of Sherife there, during the time that the ſaid F. was, as is aforeſaid, Sherife there, and ſo much of the rents, reuenues, duties, and forfeitures that the ſayd F. or his aſſignes ſhall pay, or cauſe to be payed then to the ſaid A. as the ſame F. or any other perſon to his vſe then hath receiued, and all the reſidue of the ſaid rents, reuenues, duties, and forfeitures there, which conueniently ſhall bée leuied, the ſame ſhall cauſe to be payed, to the ſaid A. or his aſſignes, ſo ſhortly and ſpédily as may be, after that time they ſhall conueniently be leuied and gathered there. And the ſaid A doth by the preſents couenant and graunt, that the ſaid F. his executors and aſſignes, ſhall within fortie dayes next after the ſaid accompts for the ſaid office of the Sherife of the ſaid Counties of W. and L. finiſhed or determined paie, or cauſe to bée paied well & truely to the ſaid F. S. his executors or aſſignes, all manner of allowance, profits, commodities, and aduantages, that in any wiſe ſhall bée admitted, deducted or allowed in the ſaid accompt or accompts, or by any part thereof in the ſaid Eſchequer for the diet of any the Juſtices of aſſiſe, or gaole or any of their Clerkes, ſeruants, or attendants, in either of the ſaid Coũties, or for any Tayle of reward, or for any ſummons of Præcipe, or of any grœne ware, or of any ſuch like matter or thing, in either of the ſaid Shires of W. or L. And alſo the ſaid A. doth by theſe preſents graunt to the ſayd F. that he the ſaid A. at leaſt in one day in euery one and twenty dayes, during the time that he ſhall bée Vnderſherife, as is aforeſaid, and perſonally bée in, or neare vnto the ſaid County of W. ſhall come thence vnto the ſaid F. and on that one day, vtter and declare the ſtate of the ſaid Countie of W. and the affaires concerning the ſaid office with thappurtenances thereof. And that alſo the ſaid A. with all his Officers and miniſters, and power of the ſaid Countie, ſhall duely and diligently attend to the ſaid office, if any warre, rebellion, or other notable matter or occaſion during the time of the ſaid office ſhall ariſe or bée in either of the ſaid Counties of W. nor L. or thereabouts. And alſo that the ſayd A. ſhall well and diligently, honeſtly and iuſtly occupy, ſerue, and execute the ſaid office of Vnderſherife of the ſaid Countie of W. and honeſtly behaue himſelfe in all points, during all the ſaid time that the ſaid F. ſhall continue and be High Sherife of the ſaid Counties of W. and L. by vertue of the ſaid letters patents, and nothing done by himſelfe, or any other perſon or perſons, in any wiſe concerning the ſayd Office of Sherife, or Vnderſherife of the ſaid Countie of W. which ſhall bee to the diſworſhip of the ſaid F. And alſo that theſe alterations of matters, Articles, and things, in theſe preſents in any wiſe mentioned or

contained, may and shalbe reformed and had at any time from time to time by the learned counsell of the said F. for the better and more perfect discharge and saving harmeless of the said F. his heyres and executors vpon the premisses, or any of them, which the said A. graunteth by these presents, by, and in all things to obey, performe, and fulfill. In witnesse whereof &c.

A Couenant to make a Lease by fine of Copihold lands for yeares.

&c. 76. THis Indenture, made &c. Betweene E. C. and E. his wife, of the one partie, and H. W. on the one party. Witnesseth, that whereas the said H. W. as Copiholder, and tenant by copie of Court roll vnto the said E. C. and E. his wife, as of their manor of C. aforesaid, hath and holdeth to him and to his heirs, after the custome of the said manor, one messuage with certaine houses &c. set, lying, and being &c. The said E. C. and the said E. his wife, for, and in consideration as well of the performance of certaine couenants, grants, articles, and agreements, mentioned and contained in a paire of Indentures, had and made betweene the said E. C. and the said E. his wife on the one party, and H. W. on the other partie, as for the sum of an C. li. of lawfull mony of England, to the said E. C. before hand paid: hath demised, granted, and to farme letten vnto the said H. W. all and singular the said messuages &c and all and singular the premisses before recited with their appurtenances. To haue and to hold the said messuages &c. and all and singular other the premisses with their appurtenances, vnto the said H. W. his executors and assignes, without any impeachment of any wast, from the feast of &c. vnto the end and terme of viij. yeares then next ensuing, fully to be compleate and ended. Yeelding and paying yearely vnto the said E. C. and E. his wife, and to the heires of the said E. C. the summe of &c. of lawfull money of England: (that is to say) for the said messuages, land, and tenements, with their appurtenances, in the tenure of the said H. W. twenty shillings &c. And for the lands & tenements in the tenure of &c. vij. shillings &c. all which maketh vp the said summe of &c. The said yearely rent to bee yearely payed at the feasts of Saint Martin in Winter, and Pentecost, by euen portions. And if it shall fortune the same yearely rent of &c. As in clauses of distresse. And the said E. C. and E. his wife, for themselues &c. doe couenant &c. to and with the said H. W. his executors and assignes, that the said E. C. and the sayd E. his wife, by fine in due forme of Law to be leuied, shall at the costs and charges of the said H. W. assure and conuey, or cause to be assured and conueyed the said messuages, lands and tenements, and other the premisses, by these presents demised and letten to the said H. W. his executors and assignes, for and during the said terme of eight yeares, in manner

ner and forme, as shall be deuised and aduised by the counsell learned of the said W. W vpon which grant and render the said seuerall rents before mentioned, shall be seuerally reserued, in maner and forme as is before in these presents mentioned.

A Couenant that the seoffor hath done none acts, but that he is seised, and so will continue.

AND the said R. F. doth further couenãt &c. that he the said R. F. hath not done, nor suffered to be done, any act or acts, thing or things, but that the said F. is now lawfully seised to his owne onely vse, of, and in the said tenement and premisses, and euery part thereof, with the appurtenances, of so good, sure, absolute, and indefeasible estate in the law, in fee simple, as he the said F. hath by the gift and graunt of the said R. C. and so will stand, remaine, continue, and be thereof so seised vntill the same be sufficiently conueyed & assured vnto the said R. R. his heires and assignes, according to the true meaning hereof &c. Sect. 77.

A Couenant for quiet enioying in a speciall manner.

THat the said R. P. and G. and euery of them, and euery other person and persons, vnto whom any vse, interest, estate, or title, in or to the said mannors, messuages, lands, tenements, hereditaments, and premisses with the appurtenances, or of, in, or to any part thereof, as is aboue in these present Indentures limited, appointed, intended, or meant, shall and may peaceably and quietly haue, occupy, and inioy such, so many, and so much of the said mannors, messuages, &c. as is by these presents to him, her, or them limited, appointed, intended, or meant, during and according to his, her, or their seuerall vses, interests, estates, and titles therein, and according to the true meaning of these presents, without any lawfull let, suit &c. of &c. Sect. 78.

A Couenant not to sell lands but to T. R. without his licence.

AND the said K and L. couenant &c. That neither they the said K. and L. nor the one of them, at any time hereafter during the life naturall of the said T. R. shall ne will giue, graunt, sell, discontinue, conuey or assure, in fee simple, or fee taile, any messuages, cottages, lands, tenements, medowes, pastures, rents, reuersions, remainders, seruices, or hereditaments, scituate, lying, or being &c. (other then the aboue sold Sect. 79.

premisses) wherein they, or either of them, the day of the date of these presents haue any estate of inheritance, in possession, reuersion, remainder, or in vse, nor the reuersion or remainder thereof, or of any part thereof, nor charge nor incumber the same, nor any part thereof, to any person or persons, other then to the said T. R. or his heires, or to such other person, & persons, and their heires, as he the said T. R. or his heires, shall for that purpose name and appoint, &c.

An Indenture betweene the Master of the Court of Wardes, and Liueries, and the Heire, vpon Liuerie to be sued.

Sect. 80. THis Indenture, made &c. Betweene the right honorable Sir W. C. knight L. B. Lord Treasurer of England, and Master of the Ma. Maiesties Court of Wardes and Liueries, and T. S. Esq. Surueior of the same Liueries, for, and in the name and behalfe of our said soueraigne Lady the Quéene on the one party. And M. C. sonne and nert heire of I. C. late of W. in the County of Y. yeoman deceased, on the other partie, Witnesseth, that whereas our said Soueraigne Lady is agréed to graunt vnto the said M. a generall Liuerie to be had, of, and in all such Lordships, manors, lands, tenements, rents, reuersions, seruices, and other hereditaments, with the appurtenances, which to the said M. descended and came in vse, possession, or reuersion, from the said I. as sonne and heire of the said I. as in the said generall Liuerie more plainely it is contained. Neuertheless, for that our said Soueraign Lady should not be deceiued, but that her grace should haue perfect knowledge and vnderstanding of all those Lordships, Manors, Lands, Tenements, rents, reuersions, seruices, and other hereditaments, and the yearely value of the same, whereof the said M. willeth and intendeth to take any aduantage, benefit, profit, or commoditie, by reason or colour of the said generall Liuerie. And also to the intent our said Soueraigne Lady should not bee deceiued of any other lordships, manors, lands, tenements, and other hereditaments, which bæne descended and come to the said M. by and after the death of the said I. in possession or reuersion, or in vse of possession, or in vse of reuersion: Or of any lordships, manors, &c. which haue bin put in any feoffement, fine, or recouery, to any person or persons, to the vse of any of the auncestors of the said M. whose heire he is, for the performance of any will, or otherwise, in vse, possession, or otherwise, which shall, may or ought to descend, remaine, reuert, or come vnto the said M. or his heires, after any such will performed, or vse thereof determined, or of any Lordships, &c. whereof the reuersions descended and came vnto the said M. by & after the death of the said I. The said M. C. hath deliuered the day of the

date

date hereof vnto the said W.L.B.Lord Treasurer of England, & T.S. a writing in parchment indented, hereunto annered, in which the said M. couenanteth and promiseth, that therein be contained & specified, all those Lordships, &c. with the yearely value of the same, which the said M. willeth or intendeth to haue, or shall haue out of the Qu. Maiesties hands or possession by the said generall Liuerie. And also of all those Lordships, manors, &c. and other hereditaments, and the yearely value of the same, which haue been put in any feoffement, fine, or recouerie, and other conueiance whereof the immediate vse of the possession, or whereof the vse of the reuersion of the possession is descended and come vnto the said M. by and after the death of the said I. or whereof those by and after the death of any tenant or tenants for terme of life, or after any other estate, will, intent, or vse thereof determined, shall may, or ought to discend reuert, or come, vnto the said M. & his heires, or to the heires of his body lawfully begotten, or any other of his heires. And that the same Lordships &c in the same writing indented mentioned and comprized been there valued to the vttermost & best value. And ouer that, the said M.C. couenanteth and graunteth for them, their heires, executors, and assignes, to and with the said W. Lord B. Lord Treasourer of England, and T.S. that one Auditor or Auditors by our said Soueraigne Lady to be assigned, or Auditor of the Qu. Maiesties Court of Wards & liueries for the time being, shal at the cost & charges of the said M. and at such time as it shall please our said Soueraigne Lady, her heires & successors Kings of this Realm, or the said Maister of the Queenes Court of Wards and Liueries and surueyor of the same Liueries for the time being, to appoint, or otherwise to search, view, and value the true value of the same. And that if vpon any search, view, and value thereof to bee apointed by our said soueraigne Ladie, or by the Master of the Queenes Court of Wards and Liueries, & Surueyor of the same Liueries, it can be proued, that any Lordships, Manors, &c. and other hereditaments, and the yearely value of the same, whereof the said Maister, or any other to his vse taketh, or hereafter shall or may lawfully take any aduantage, benefite, profit, or commoditie, by reason, or colour of the said generall liuerie, be omitted and not contained & specified in the same writing indented hereunto annered: Or else if that any Lordships &c. in the same writing specified, be of more, better and larger yearly value, then in the same writing is limited: Or else, if that any Lordships, &c. which were of the inheritance of the said I. and which by and after his death descended and came vnto the same M. in vse, possession, or otherwise, bee omitted or vnderualued in the same writing: The our said soueraign Lady shal be by the said M. his executors or assignes, truly answered & satisfied of the yearly value of al those lordships, manor, lands, &c. so omitted or vnderualued.

And alſo of all and euery of the ſaid Lordſhips &c. to the ſaid writing, that bee or ſhall happen to be vndervalued, and that from the death of the ſaid I. vnto the triall and knowledge of the ſame. And ouer that, the ſaid M.C. couenanteth and graunteth, for him, his heires, and executors, to and with the the ſaid W. Lord B. Lord Treaſorer of England, and T.S. that for the concealement and offence in that behalfe, if any ſuch ſhall appeare or be proued, the ſaid M.C. ſhall content and pay vnto our ſaid Soueraigne Lady, the double of one yeares value of all thoſe Lordſhips &c. ſo omitted or vndervalued, vntill ſuch time as the ſaid M. ſhall haue agreed, to and with the ſaid W. Lord B. Lord Treaſorer of England, and T.S. or other Officers of the Quéenes Maieſties Court of Wardes and Liueries, and Surueyor of the ſame Liueries for the time being, for the ſaid value and ouerplus of the lands, tenements, and hereditaments ſo omitted or vndervalued. And ſhall find ſufficient ſureties for the payment of all ſuch ſummes of money as ſhall be agreed by the ſaid Maſter of the Quéenes Court of Wardes and Liueries, and Surueyor of the ſame Liueries. And furthermore, the ſaid M. C. couenanteth &c. to and with the ſaid W. Lord B. Lord Treaſorer of England, and T. S. that neither he the ſaid M or any other perſon or perſons for him, or in his name, or by his conſent, ſhall vnquiet, moleſt, or diſturbe, any tenant or tenants in dower, or for terme of life, in the name of Iointures, of their lawfull poſſeſſion or intereſt, that they or any of them haue, of, in, or to any lands or tenements compriſed in this Scedule indented hereunto annexed, or any part or parcell thereof. In witneſſe whereof to the one part of theſe Indentures, remaining to and with the ſaid M.C. the ſaid W. Lord B. Lord Treaſorer of England, and T.S. haue ſet their hands and ſeales: and to the other part of theſe Indentures, remaining to the Quéenes vſe in the ſaid Court of Wards and Liueries, The ſaid M. hath ſet to his hand and ſeale the day and yeere firſt aboue written.

And the like of a ſpeciall Liuerie *Mutatis mutandis.*

Couenants.

Couenants of Mariage, and Ioynture to be made.

THis Indenture made &c. betweene W. P. and T. S &c. Witneſſeth, Sect. 81.
that it is couenanted, concluded, and agreed, by and betweene the ſaid parties, in manner and forme following, that is to ſay: the ſaid W. P. couenanteth &c. that R. P. &c. by the ſufferance of Almightie God, ſhall eſpouſe, marrie, and take to wife G. S. &c. and her eſpouſe and wed after the Lawes of the Church of England, before the feaſt &c. if they ſo long ſhall liue, and the ſaid G. S. will thereunto conſent and agree, and the Lawes of God and holy Church will that permit. And the ſaid T. S. doth likewiſe couenant &c. that G. S. &c. ſhall marrie and take to her husband the ſame R. P. &c. if &c. And the ſaid W. P. for the conſiderations aboueſaid, and for a Ioynture vnto the ſaid G. S. to be had and made, for himſelfe, &c. doth couenant, graunt, &c. that the ſaid W. P. or his heires, within one yere next enſuing the date hereof, at the reaſonable requeſts, coſts, and charges in the Law of the ſaid T. S. his executors or adminiſtrators, ſhall and will ſuffer T. W. and I. A. R. H. and G. P. well and ſufficiently to recouer to them and their heires for euer, all the mannors, meſnages, &c. by writ of Entre ſur diſſeiſin en le poſt, to be had and proſecuted by them againſt the ſaid W. P. before the Iuſtice of the Queenes Maieſtie that now is, her heires and ſucceſſors, of the common Place for the time being, by the name or names of &c. or by the like name or names in effect, or by ſome other ſufficient name or names, vnto which the ſaid W. P. ſhall appeare in proper perſon, or by his Atturney or Atturnies, and vouch the common vouchee to warrantie, according to the vſuall forme and order of common recoueries in ſuch caſes heretofore vſed, and that the ſame recouerie ſhall be executed accordingly by Habere facias ſeiſinam, and that he will doe and ſuffer all and euery other thing, which in that behalfe ſhall be requiſite or neceſſarie. And the ſaid W. P. &c. doth couenant &c. and it is the true intent and meaning of the ſaid parties, and of theſe preſents, that the ſame recouerie, ſo to be ſuffered, had and executed, as is aforeſaid, and the eſtate of the ſaid T. W. I. A. R. H. and G. P. and euery of them, and of the heires of them, of, and in the ſaid mannors &c. by force of the ſaid recouerie and execution thereupon to be had, ſhall be and indure. And the ſaid T. W. I. A. R. H. and G. P. the recouerers in the ſaid recouerie to be named, and the ſurviuor of them, and his heires ſhall ſtand and be thereof ſeiſed, to the only vſes, intents and purpoſes, hereafter in theſe preſents mentioned, limited, and expreſſed, and to, or for none other intent or purpoſe: that is to ſay, of, and in all the ſaid mannors &c. except one meſuage and all lands thereunto belonging to D. in the ſaid Countie &c. to the onely proper vſe and behoof

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of the said W. P. and his assignes, during and vntill the feast of &c. to the onely proper vse and behoofe of the said T. S. his executors, administrators, and assignes, during and vntill the full end and terme of foure yeares, then next and immediately ensuing, and fully to bee complete and ended. And immediately from and after the end and expiration of the said terme of foure yeares, to the onely proper vse and behoofe of the said R. P. and G. S. and of the heires of the body of the said R. lawfully begotten, and to bee begotten on the body of the said G. S. And for lacke of such issue of the body of the said R. P. on the body of the said G. S. lawfully begotten, to the vse of the said W. P. & of the heires males of his body lawfully begottē & to be begottē on the body of P. now his wife: & for default of such issue male, thē to the only proper vse & behoofe of the said W. P. & of the heires males of his body lawfully begotten and to be begotten. And for default of such issue male, then to the onely proper vse and behoofe of the said W. P. and of the heires of his body lawfully begotten, and to be begotten. And for default of such issue, then to the only proper vse and behoofe of the right heires of the said W. P. for euer. And of and in the said &c. before in these presents excepted &c. to the onely proper vse and behoofe of the said W. P. for and during the terme of his naturall life, and immediately after the death of the said W. P. to the onely vse and behoofe of the said R. P. and of his heires of his body lawfully begotten, and to bee begotten on the body of the said G. S. and for default of &c. (to such other vse as it shall bee agreed) and to, or for none other vse, intent, or purpose. And the said W. P. for himselfe &c. doth couenant &c. that he the said T. S. his executors &c. shal and may haue (and so forth) to his or their own proper vse, behoofe and commoditie, from, and after the said feast of &c. for and during the space of foure yeares thence next ensuing, all the said manor &c. which the said R. P. and G. S. or either of them now hath, or hereafter shall haue during the terme of foure yeares, next ensuing the said feast of (and so forth) without paying any rent, money, or other thing therefore, and without rendring of any account thereof or therefore, to any person or persons. And in consideration of the premisses, the said T. S. for him &c. doth couenant &c. that he the said T. S. his executors or administrators, shall and will during the said terme of foure yeares, next ensuing the said Feast of &c. at his and their owne proper costes and charges, finde, and giue, or cause to be found and giuen vnto the said R. P. and G. S. sufficient meate, drinke, lodging, and all other things necessarie for either of them, at such place and places, as vnto the said T. S. or his executors shall seeme most meete and conuenient, if the said R. P. and G. S. will thereunto consent and agree. And likewise during the said time and space last before mentioned, at his and their like proper costs and charges, shall conueniently

ueniently place and prouide for the said R.P. at some good schoole, or other conuenient place, where the said R.P. may be taught, educated, & brought vp in vertue and learning, if the said R.P. will thereunto sufficiently endeauour himselfe, consent and agree. And ouer this the said W.P. couenanteth and graunteth, that if the said Manor and other the premisses (except before excepted) bee not of the cleere yearely value of one hundred pounds, ouer al charges and expences, that the same W.P. then at the reasonable request of the same T.S. &c. or any of them, shall make, or cause to be made like sure estate or estates, of and in other lands and tenements within the said countie, of as much cleere yearely value, as the said manor and other the premisses (except before excepted) is vnder and lacking of the said yearely value of one hundred pounds, to the said T.W. &c. and their heires to the vse before declared. And also shal suffer the said G.S. at her libertie and pleasure to marrie one E. her daughter, to any person that it shall please her. And dispose such money and profits, as shall fortune to be graunted and promised for the marriage of the said E. the daughter at the libertie and pleasure of the aforesaid G.S. the mother, without contradiction or disturbance of the said R. P. or any person by his commaundement, procurement, or assent. And that hee the said R.P. shal not receiue nor haue any money or reward for the said marriage. Moreouer the said W.P. couenanteth &c. that if it fortune the said G.S. the mother, after the said marriage solempnized betweene her & the said R.P. to decease out of this world in the life of the same R.P. her husbād, that thē the said R P. shall giue licence, power, and authority to the said G.S. before her death, to make a Testament, containing her last Will, & by the same Testament to giue, and dispose at her pleasure, of the goods and chattels of the said R.P. amounting to the value of a hundred pounds sterling. And that the said R.P. shall suffer such persons as the said G.S. shall name, to haue and to doe the execution and distribution of the same, according to her minde and pleasure. And that after her decease the said R P. shall giue, deliuer, pay and execute to such persons as the same G.S. shall bequeath and appoint, to haue any of the sayd goods, extending to the said summe of an hundred pounds. Prouided also, and neuertheless it is couenaunted and agreed, by and betwixt the parties to these Indentures, that if should happen the said G.S. to die without issue of her body by the said R. P. lawfully begotten, before she shall accomplish her age of fortie yeares, that then from the death of the said G S. so dying, before the said age of fortie yeares, without issue of her body lawfully begotten, the said T. W: his cofeoffees shall stand and be seised to the vse of the said W.P his executors, administrators, and assignes, of the said manor &c, during the life of the longer liuer of the said W.P. and M. from thencefoorth, that

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is to wit, from the day of the death of the longer liuer of them the said W. and P. the said T. W. and his said cofeoffées to stand and be seised to the onely vse of the said T. S. his executors and assignes, of the said &c. during and vntill such time as he shall haue receiued the summe of C. pounds of his rents & profits of the same rents, to bee accompted according to the yearely rent of the premisses. And that the said fine, recouerie, feoffemẽt, and all and singular other assurances whatsoeuer to be had, made, knowledged, executed, suffered, and permitted, of the said lands, tenements, &c. shall be to the said seuerall vses aboue recited: any thing therein contained or any assurance to be had or made concerning the premisses to the contrarie notwithstanding. Prouided furthermore, and likewise excepted, and if it shall happen, by reason of disassenting of either of the said parties, or both of them, at such time as they shall accomplish the age and yeares of consent, that the said mariage shall not, or doe not take effect, or if by reason of consent and agreement of both of the said R. P. and G. S. that the said marriage doe, or shall take effect, & then afterwards if it shal happen possibility of issue to be extinct, by death of the one, or both of them, or by any other waies or meanes, that then immediately vpon such possibility of issue extinct, or that the said marriage shal not take effect in forme afore said. T. W. and other his said cofeoffées and their heires, and the heires of the suruiuor of them, shall stand and be seised of al the said lands and tenemẽts & other the premisses as they then should happen to fall and come in course, in maner and forme aboue mentioned for yeares and terme of life onely, whereby the said T. S. his executors or assignes, shall and may be fully satisfied and paid of the said summe of money to him before limited by these present Indentures, according to the true meaning of the same as is afore expressed, only except to the vse & behoofe of the said W. P. his heires for euer: any thing herein contained to the contrarie therof in any wise notwithstanding. And also the said W. P. for him &c. that if it shall happen the said M. daughter of the said T. S. to decease or die before she hath or shal fully accõplish the age of xiiij. yeares, or before the said marriage had & solemnized betweene her and the said E. P. that then the said T. S. his executors or assignes, during the space of fiue yeares, frõ thencefoorth next and immediatly following or ensuing the death of the said T. S. shall and may quietly perceiue, leuie, and take the rents, issues, reuenues, and profits of the said manors, lands, tenements, and other the premisses with their appurtenances. And ouer this the said P. W. for him &c. couenanteth &c. that such manors, lands, and tenements, whereof the said W. P. now is seised in possession or reuersion of any estate of inheritance, & not before in these presẽt Indentures otherwise expressed, limited or declared, which to the said W. P. descended or came, in possession, &c.

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from any of the ancestors of the said W. P. immediately from and after the death of the same W. P. shall descend, reuert, or come vnto the said W. P. in possession or reuersion of such estate of inheritance, as the said W. P. hath therein, if the said mariage take effect, the said manors, lands, tenements, and hereditaments at the time of the death of the said W. P. being clearely discharged and exonerated of all and euery former bargaines &c. Except &c. In Witnesse &c.

Hereunto may be added such Couenants of being seised, and owner of quiet enioying, and sauing harmles, or to be seised to the vses aforesaid after the said mariage, and such like, as are needfull, according to the agreement of the parties, with all necessary exceptions and conditions.

Couenants of Mariage.

THis Indenture &c, Witnesseth, that in consideration of a Marriage &c. The said T. T. couenaunteth &c. that he the said T. T. at any time during the mariage betweene the said T. and the said E. will not alien, sell, giue, graunt, or otherwise dispose, essoigne, marrie, or defeate the wardship of E. R. sonne and heire of R. R. deceased, to any person or persons, from the said E. except it bee by the assent and agreement of the said E. And the said T. T. further couenaunteth &c. that neither the said T. T. nor any other person or persons, by his procurement, at any time during the said Mariage, shall doe or make any voluntarie wast, or sale, of, or in any of the woods or houses, whereof the said E. is now seised or possessed, except it be by the assent or agreement of the said E. And also the said T. T. couenanteth &c. that he the said T. T. at any time during the said mariage, shall not bargaine, sell, giue, grant, or otherwise alien any lease, leases, or farmes, which the said Eliz. hath or possesseth, the day of the date of these presents, except it be by the assent and agreement of the said E. And the said T. T. further couenaunteth &c that he the said T. T. at such time and times as the said E. shall appoint, shall pay, or cause to be payed, of the legacies bequeathed by H. S. sometime husband to the said E such, and so much, and in such manner, as the said E. shall assigne and appoint, in writing subscribed with her hand, at any time during the said marriage. And also if the said E. shall in writing subscribed with her hand, assigne or appoint that the said T. T. to pay to the said E. R. the summe of two hundred pounds of lawfull money of England, or any lesse summes of money, that then the said T. T. his heires, executors, administrators, or assignes shall satisfie and pay, or cause to be paied, to the said E. R. towards his aduancement, the said summe of two hundred pounds, or such other lesse summe of money, as she the said E. in writing, subscribed with her hand at any time during the said marriage, shall assigne and appoint

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point the said T. T. to pay, and at such time and times, and in manner and forme as the said Eliz. by the same writing subscribed with her hand, shall assigne and appoint.

And the said T. T. also couenaunteth and graunteth, for himselfe, his heyres, &c. That hee the said T. T. or his heyres, within two yeares next ensuing the date hereof, shall assure and conuey, or cause to be assured and conueyed by good and sufficient assurance and conueyance in the law to the said E. for terme of her life, or to other persons, and their heires, to the vse of the said E. for terms of her life for her Iointure, such manors, lands, and tenements, with the appurtenances, and other the premisses in the said Countie of N. which shall amount to, and be of the full and clære yearley value of one hundred pounds of lawfull money of England, ouer and aboue all charges and reprises.

And also if it shall fortune the said E. to suruiue and ouer-liue the said T. T. that then the said T. T. shall as well leaue the said E. worth as much debts, goods, chattels, and other substance, as the said E. shall at the time of the marriage bee clærely worth: As also giue, graunt, bequeath, or otherwise assure, to leaue to the said E. ouer and aboue the said debts, goods, chattels, and other substance, as much goods, chattels, and other substance, as shall amount to the value of two thousand marks of lawfull money of England.

Prouided alwaies, that if the said T. T. at any time during the said mariage, shall by the assent in writing of the said E. subscribed with her hand, purchase any lands, tenements, or hereditaments, that then so much of the debts, goods, chatels and substance, which the said T. T. by these presents hath couenanted to leaue, assigne, or assure vnto the said E. as the sum or summes of money so to be paied, for, or by reason of the said purchase or purchases shall amount vnto, shall be defalked, deducted and foreprised out of the said debts, goods, chattels, and substance so couenanted to be left, graunted, or assured vnto the said E. and out of the value of the same, And the said T. T. his heires and assignes, to be of so much thereof discharged, any thing in these presents to the contrarie notwithstanding.

And the said T. T. also couenanteth, that he the said T. T. shall suffer as well all mannors, lands, and tenements, whereof the said T. T. now at this present is seised of any estate of inheritance, as also all other manors, lands, tenements and hereditaments, that at any time hereafter the said T. T. shall fortune to haue by discent from any of his auncestors, in possessions, reuersion, or remainder, or otherwise to discend, remaine, or come in possession, reuersion, or remainder, to the heires males of the said T. T. which shall be begotten of the body of the said D. E. clærely generated and saued harmelesse &c. of &c.

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And it is further prouided, couenanted, and condescended, &c. that it shall bee lawfull for the said T. T. during his life, or by his last will and testament, to demise, graunt, deuise, or dispose by the assent and agreement of the said E. to their children, which the said T. T. shall beget of the body of the said E. or to any of them, for terme of their lifes, or for terme of life of any of them, any part or parcels of the said mannors, land &c. (except before excepted) any couenant, graunt, &c. before mentioned, to the contrarie in any wise notwithstanding. And it is also further couenanted &c. that where the said T. T. by his writing obligatorie bearing date of these presents, standeth holden and bound vnto the said &c. in the sum of a M. markes of lawfull money of England, with condition thervpon endorsed, for the performing and fulfilling of all & singular the articles, couenants, &c. herein contained on his part to be obserued and kept as by the said writing obligatorie it doth more plainly appeare, if in writing subscribed with the hand of the said E. at any time during her life, it shalbee declared and expressed, that the said writing obligatorie from thencefoorth shall be voyd, or that she the said E. would haue the said writing obligatorie to be void, that then, and from thencefoorth the said writing obligatorie shalbe vtterly void and of none effect. Prouided alwaies, that if at any time hereafter it shall be declared in writing, subscribed with the hand of the said E. that her meaning or intent is, that any couenants, graunts, articles, or agreements in these presents mentioned, shall be void & of none effect, that then & from thencefoorth such and so many of the said couenants, articles, & agreements, as shall bee expressed, mentioned or contained in any such declaration, shalbe from thencefoorth vtterly void and of none effect: any thing in these presents contained to the contrarie in any wise notwithstanding.

Prouided alwaies, that it is fully concluded & agreed, by and betwixt the said parties to these presents, that it shall be lawfull, to and for the said T. T. by the assent, consent, and agreement of the said E. to alien, sell, or exchange, any part or pacell of the said mannors, lands, tenements, or hereditaments, except the mansion house, or capitall mesuage of M. in the Countie of &c. and the demeane lands of M. aforesaid, and all lands, tenements, and hereditaments, accompted, reputed or occupied as demeane lands of M. aforesaid, at any time within 60. yeares last past before the date hereof: And also except the said Mesuage &c. So alwaies, that the said T. T. and his heires, by reason of the said alienation, sale, or exchange doe and shall receiue, take, and haue in liew and recompence thereof, other lands, tenements, &c. so much in quantity, and of so much yearely value, or better, & like estate or better, as the said lands so alienes, sold, or exchanged were of, to al respects & purposes. Prouided alwaies that it shalbe law-

lawfull, to and for the said T.T. by his sufficient writing indented, sealed, with his seale, and lawfully executed, to demise, graunt, and let to ferme all and singular the premisses with thappurtenances, or any part or parcell thereof, except such as be, or shall be assured to the said E. for her Jointure, and except the said mesuage, lands, &c. to any person or persons, for terme of three liues, or vnder, or for .xxj. yeres or vnder, in possession only and not in reuersion, so that the auncient yearely rents, customes, and seruices, or more be reserued or payable vpon euery such demise, or lease, to haue continuance during the terme thereof, and so that any such demise and lease be not made without impeachment of wast, and also to assure and conuey a parcell of land called R. lying and being in G. to the vse of the said E. for terme of her naturall life, so that the same be not made without impeachment of wast. Prouided also, and it is agréed, by and betweene the parties to these presents, that it shalbe lawfull for the said T.T. by his writing, or writings, sealed with his seale, or by his last will and Testament in writing, to giue, graunt, &c. to euery and either of his yonger sons of the body of the said E. lawfully begotten, not being the heire apparant of the said T.T. one annuity or rent charge of x.li. by the yere, for the terme of the naturall life of euery such son, to whom such gift grant, deuise, or bequest, shalbe made, issuing & going out of any the manors, mesuages, lands, tenements, and hereditaments of the said T.T. except before excepted. And also if it happen B.C. daughter of the said T.T. not to be maried in the life time of the said T.T. that then it shal likewise be lawfull, to and for the said T.T. by his writing indented, sealed with his seale, or by his last Will and Testament in writing, to giue, graunt, deuise, and bequeath to the said B. one annuitie or rent charge of fortie Markes by yeare, vntill the summe of CC. Markes be leuied and paid. that is to say, for the terme of fiue yeares: Prouided, that if the said B. happen to die before she shall by maried, that then the said Annuitie or rent charge to cease and be void, and the said summe of CC. Markes, to be graunted and assured vnto her, for, and towards her preferment in Mariage or otherwise. And further, the said T.T. doth couenant and graunt for &c. to and with &c. by these presents, that if the said Mariage take effect one third part of all and singular the goods, chattels reals and personals, moueable and immoueable, iewels, plate, and implements of houshold, in three parts to be diuided, whereof the said T.T. shall be possessed at the time of his death, or his executors, within one yeare next after his decease, without fraud or couin shall remaine and be by force of the gift, or of the last will and Testament of the said T.T. vnto R. sonne and heire apparant of T.T. for, and in the name of such heire lomes, as should and ought to be left by the said T.T. vnto him the said R. And lastly, the said

T.T.

T.T. for his part, doth couenant &c. by theſe preſents, that if it fortune the ſaid R.T. to deceaſe in the life of the ſaid T.T. his father, hauing any iſſue in life at the time of the deceaſe of the ſaid T. T. that then the ſaid T T. at the reaſonable requeſt of the ſaid Sir I.W. his heires, or executors, ſhall and will lawfully and ſufficiently giue, graunt, aſſure, and conuey vnto any one of the ſonnes of the ſaid T. except the eldeſt ſonne and heire apparant of the ſaid R.T. one yearely rent charge of &c. iſſuing and going out of the ſaid manors, meſuages, lands and tenements, except before excepted, To haue and to hold the ſaid rent charge, immediatly from and after the deceaſe of the ſaid R.T. for and during the naturall life of euery the ſonnes of the ſaid R.T. to whom the ſame ſhall be graunted, conueyed, or aſſured. And alſo that if it fortune the ſaid R. T. to deceaſe in the life of the ſaid T.T. his Father, then likewiſe he the ſaid T.T. vpon the like requeſt of him the ſaid Sir I.W. his heires or executors, ſhall and will lawfully, and ſufficiently giue, graunt, aſſure, and conuey lands and tenements of the cleare yearely value of &c. not before excepted vnto ſuch perſons and their heires, as the ſaid Sir I.W. ſhall nominate and appoint, to the vſe of the ſaid perſons, for and vntill ſuch time as the ſaid perſons, their heires or aſſignes, ſhall or may haue receiued, leuied, and had of the iſſues and profits thereof, ſuch and ſo great ſums of money, as ſhall and will amount and extend, to content and pay to euery one of the daughters of the ſaid R. T. that ſhall happen to be vnmaried, to the mariage money vnpaied at the time of the deceaſe of the ſaid R. T. the full ſumme of C C. pound a peece to euery one of the ſaid daughters, the ſaid ſumme to be paied at ſuch time, as they ſhal ſeuerally accompliſh, and come to the age of xviij. yeares, to and for their preferment in Mariage, or otherwiſe. In conſideration of which mariage, to be had and ſolemnized, and of the conueyances, graunts, articles, and agreements afore-ſaid, the ſaid Sir I.W. doth couenant &c. to content, ſatisfie, and pay, or cauſe to be contented, ſatisfied, and paid vnto the ſaid T.T. his executors, adminiſtrators, or aſſignes, being ſufficiently authoriſed vnder his hand and ſeale, the full ſumme of 600. pound in manner and forme following, that is to ſay, &c. And moreouer it is couenanted &c. that if it ſhall happen the ſaid T.T. to deceaſe in the life time of the ſaid E hauing a daughter or daughters, of the body of the ſaid E. that he the ſaid T. T. by his laſt will and Teſtament, or otherwiſe by ſome act to be executed, or cauſed to be executed in his life time, ſhall make ſuch conueyance, aſſurance, or prouiſoes, that euery ſuch daughter or daughters, at her or their ſeuerall ages of xviij. yeares, may be truly ſatisfied, contented, and paied, of the ſumme of a C. pound &c. to and for their preferment of Mariage. And it is further concluded betwixt the ſaid parties, that it ſhall and may be lawfull

so the said T.T. by the consent of the said R.T. his sonne, to exchange any part of the premisses for other lands (except before excepted) so as the said T.T. take and haue to him and his heires males, assured lands and tenements, of as much value or more, as the lands or tenements which he the said T.T. shall giue away in exchange, shall amount vnto: Any thing &c. notwithstanding. And the said T.T. also couenanteth and graunteth, to and with the said &c. that within one Moneth next after the solemnization of the Mariage, he the said T.T. shall graunt vnto the said A.B. by his sufficient deed in writing, and with a sufficient clause of distresse, one annuitie or rent charge of one C. pound to be going out, and to be perceiued out of all the said manors, lands, tenements, (the Iointure of the said C. and all lands wherewith she hath, or shall haue any estate for terme of her life, as is aforesaid, onely excepted) during the life of the said A.B. to take effect, presently after the solemnization of the said Mariage, and to be payable at the feasts of &c. by euen portions: The first payment thereof to be at such of the said feasts, as first shall happen after the said Mariage. In witnesse whereof &c.

Couenants of Mariage of a King.

Sect. 83.

HEc Indentura facta inter præclariss. & sereniss. Dei gratia I,S. Regem ex vna parte, & dominam M. eidem gratia excellent', potent' ac metuendiss. Principis H dei gratia Regis Angliæ, Francie, & Hibern' &c. & Præchariss imæ illustriss imæ dn'æ E, nuper Regin. Angl', consortis suæ filiam primogenitam, & præf. Regis per verba de præsenti matrimon' contract' disponsat' ex alia parte, Testatur quod cum præf. sereniss. S. Rex per literas suas patentes, magno sigillo suo sigillat' ac signo suo manuali subscript', Dat' apud F. die mensis I. vltimo, Dederit & concesserit præf. M. principi Castrum & villam de D. maneria de N. & F. in Regno S. cum suis membris, iuribus, proficuis, commoditat', & pertinent' quibuscunque annui valoris sex millium librarum, legalis & vsualis monetæ S. iam currentis & habentis cursum in regno Scotiæ, Et quæ constituunt duo millia libr' sterling', & iam currentis & habentis cursum in regno Anglie: Habendum & tenendum præf. sereniss. Principi M. ad terminum vitæ suæ naturalis, prout in eisdem literis Patentibus inter alia plenius apparere poterit: præfat' M. princeps bono, læto & pergrato animo tradidit & dimisit, & per præsentes concedit præf. illustriss. principi S. Regi omnes & singulos fructus, redditus, & prouent ex prædict' castris, villis, dominijs, manerijs, terris, & prædict' redditibus, prouenientes & crescentes, Saluis & exceptis, & præf. M. durante vita sua naturali reseruat' ad vsum suum proprium de eisdem fructibus, redditibus, & prouenientibus summa mille librarum, legalis & vsualis monetæ S, iam currentis & habentis cursum in regno S. quæ faciunt & constituunt quingentas Marcas sterlingorum mo-

netæ iam currentis & habentis curſum in regno Angliæ: Recipend' annuatim per dict' regem S. vel per eius deputatos ſeu ſeruientes, & pref. M. principi, ad vſum ſuum proprium, ad feſta Paſch. et S Michaelis Archangeli æquis portionibus deliberand' et ſoluend'. Et præter et vltra dictas mille libras monetæ S. ſupportand', exhibend', præſtand', et miniſtrand', ſupportari, exhiberi, præſtari, & miniſtrari faciendo, durante vita ipſius illuſtriſſ. principis ſumptibus & expenſis eiuſdem Regis præſ. M principi, omnia & ſingula quæ ad apparatum corporis ſui, ornatum domorum ſuarum, veſturas, equitatus, ſupellectilem, vtenſilia, victum, ac veſtitum, ac rem familiarem & domeſticam, & alias res quaſcunque, ſecundum honorem, ſtatum, gradum, & dignitatem ipſius M. Principis neceſſaria fuerint, ſeu quomodolibet condecentia: Necnon familiaribus domeſticis & ſeruientibus ſuis, tam viris quam fœminis, quorum quidem ſeruient' viginti & quatuor erunt Anglici, partim viri, partim feminæ, ad optionem & electionem ipſius M. principis, eſculenta, poculenta, ſtipendia, veſtitus, veſturas, equitatus, ac omnia & ſingula alia quæ eiſdem familiaribus, domeſticis, & ſeruientibus ſecundum honorem & condecentiam ſtatus & dignitatis ipſius M. ſimilit' neceſſaria fuerint ſeu conuenientia ſupportando, exhibendo, præſtando, & miniſtrando, ſupportariue & exhiberi preſtari & miniſtrari faciendo. Et quoties & quando contigerit aliquem vel aliquam dict' ſeruient' ſuorum Angl' obire, toties & tunc licebit eidem M. durante vita ſua in loco demortuor' vel demortuarum vſque ad numerum duodecem perſonarum alios vel alias Anglicos vel anglicas ad ſumptus & expenſas prædict' ſubſtituere, & ſubrogare: licebitque præfat' M. prædict' ſummã mille librarum & quamlibet inde parcellam de tempore in tempus durante vita præf. illuſtris principis S. Regis, in vſus ipſius M. proprios & alienos vſus ſine impedimento ipſius I. S. Regis vel cuiuſcunque alterius libere ad votum ſuum committere & diſponere. Et ſi contingat præfatum M. principem prædict' ſereniſſ. Regem S. ſuperuiuere & poſt mortem eius ſuperſtitẽ fore, licebit præfat' M. principi poſt mortem eiuſdem I. Regis S. perfectã realem & corporalem poſſeſſionem ſtatum et titulum ſuos in præd' dominijs, villis, mãerijs, terris, prædict' et redditibus durante vita ipſius M. principis continuare et retinere, fructuſque, exitus, proficua, & redditus ex eiſdem prouenient' vbicunque præfat' M. poſt mortem ipſius S. Regis habitare vel morari, vel ad quæcunque Regna vel partes extra idem Regn' S. ſe transferre vel migrare placuerit, vel contigerit, pacifice integre et plene ſine aliquali diminutione, impedimento, expulſione, interruptione vel contradictione hæredum vel ſucceſſorum præfat' ſereniſſimi domini Regis S. vel alicuius aut aliquorum aliorum quorumcunque durante vita ipſius M. principis ad vſum ſuum proprium percipere et habere, iſta preſenti conceſſione ſeu dimiſſione in aliquo non obſtante &c.

A conueyance in ioynture to ſundrie vſes reſtraining alienation, and reſerving power to make ioyntures and leaſes.

THis Indenture &c. betweene, F.M. and A. his wife, and E.M. ſonne and heire apparant of the ſaid F.M. and B. now wife of the ſaid E. M. and daughter of K.S. on the one party, and the ſaid K.S. on the other partie, Witneſſeth, that in conſideration of a marriage already had and ſolemnized betweene the ſaid E.M. and the ſaid K.S. and for a competent and ſufficient iointure to bee had and made to and for the ſaid B. in caſe ſhee ſhall happen to ſuruiue or ouerliue the ſaid E. her husband: And for a iointure alſo to be had and made to and for the ſaid A. if ſhee the ſaid A. ſhall fortune to ſuruiue and ouerliue the ſame F. And in conſideration alſo that the manors &c. hereafter mentioned ſhall and may for ſo long time as it ſhall pleaſe Almightie God, be, remaine and continue in the name, blood, and kindred of the ſaid parties, and euery of them, as hereafter in theſe preſents is expreſſed and declared. It is now therefore couenaunted, graunted, concluded, and fully agréed by and betweene the ſaid parties, to theſe preſent Indentures, And euery of the ſaid parties, for himſelfe, his Heires, Executors, Adminiſtrators and Aſſignes, and euery of them by theſe preſents, doth couenant, graunt, conclude, and agrée to and with the other of them, his heires &c. and euery of them by theſe preſents in manner and forme following (that is to ſay) Firſt, the ſaid F.M. for the cauſes and conſiderations herein before ſpecified, and to the intent his laſt will may be performed, for himſelfe, his heires, &c. and euery of them, doth couenant, grant, conclude, and agrée, to and with the ſaid K.S. his heires executors, and adminiſtrators, & euery of them by theſe preſents, that the ſaid F.M. or his heires, at their or ſome of their owne proper coſtes and charges in the law on this ſide, or before the feaſt of &c. nert comming after the date hereof, by his or their déed or other conueyance or aſſurance ſufficient in the law, ſhall and will well and ſufficiently conuey and aſſure or cauſe to be conueyed and aſſured vnto T.E. and A.E. and their heires for euer, all thoſe the manors and lordſhips of, &c. And alſo the ſeuerall moities of all thoſe the manors and lordſhips of &c. And that the ſaid déed and other conueyance and aſſurance before mentioned to be made, and euery of them, ſhall be and inure, and ſhall be adiudged, eſtéemed, and taken to be inure. And alſo that the ſaid T.E and A.E. and either of them, and the ſuruiuor of them, and his heires, and all and euery other perſon & perſons now ſtanding or being ſeiſed of, or in the ſaid manors &c. & other the premiſſes or any parcell thereof, for the ſaid conſiderations herein before expreſſed, at all times from and after the ſaid feaſts of &c. nert comming, of,

from

from and after the ſaid conueyance and aſſurance had or made, as is aforeſaid which ſoeuer of them ſhall firſt happen, ſhall ſtand and be ſeiſed of, and in the ſame, and euery part thereof, to the vſes and intents hereafter in theſe preſents expreſſed, That is to ſay, to the vſe and behoofe of the ſaid F.M. and of his aſſignes, for and during the ioint liues of him the ſaid F.M. and the ſaid E.M. his ſonne, without impeachment of any manner of waſt. And from and after the deceaſe of the ſaid F. in caſe the ſaid F. ſhall fortune to depart this preſent life, during the life of the ſaid E. M. his ſonne, Then, as for and concerning the ſaid Manor and Lordſhip of T. with all his rights, members, and appurtenances, to the vſe and behoofe of the ſaid A. now wife of the ſaid F.M. and of her aſſignes, for and during the terme of her naturall life, (if the ſaid E.M. the ſonne ſhall happen ſo long to liue.) And from and after the deceaſe of the ſaid E.M. then as for and concerning the Scite or chiefe manſion houſe &c. to the onely vſe and behoofe of the ſaid B. for terme of her naturall life, for, and in full ſatisfaction and recompence of all ſuch Jointure and Dower, as to the ſame B. ſhall, or of right ought to belong or appertaine, by, from or after the deceaſe of the ſaid E M. her husband. And as for and concerning the reſidue of the ſaid manor of &c. to the onely vſe and behoofe of the ſaid A. and of her aſſignes, abſolutely for terme of her life in full ſatisfaction of the ioincture of the ſaid A. And as for & concerning the reuerſion &c. of the ſaid Manor &c. as the ſaid vſes, eſtates, &c. herein before limited or expreſſed, ſhal be fully ended a determined. And for & concerning the ſaid manor of &c. as the eſtates & intereſts thereof before limited or expreſſed in theſe preſent Indentures ſhall fully end and determine: Then to the vſe and behoofe of the ſaid F.M. for terme of his naturall life, without impeachment of any maner of waſt. And from and after his deceaſe, then to the vſe and behoofe of E.M. for terme of his life, without impeachment of any manner of waſte. And from and after his deceaſe, to the vſe and behoofe of the firſt ſonne to be begotten by the bodie of the ſaid E.M. and of the heires males of the ſame firſt ſonne lawfully begotten. And for default of ſuch iſſue, then to the vſe and behoofe of the ſecond ſonne to be begotten by the bodie of the ſaid E.M. and of the heires males &c. (to the vſe of ſo many other ſonnes as ſhall be thought meete, in forme aforeſaid, &c.) And for default of ſuch iſſue, then to the vſe and behoofe of euery other the ſonnes to be begotten by the body of the ſaid E. M. ſucceſſiuely as they ſhall be in the ſeniority or age, and of the heires males of their ſeuerall bodies lawfully begotten. And for default of ſuch iſſue, then to the vſe and behoofe of all and euery the daughters which the ſaid E.M. ſhall haue begotten on the bodies of the ſaid B. at the time of his deceaſe being then vnmarried, and of their aſſignes, from and after ſuch time as each of the

shall haue accomplished their seuerall ages of xviij. yeares, or be maried, to, and vntill such time as euery of the same daughters successiue one after another, as they shalbe in seniortie or in age, shall or may leuie, receiue, and take to euery of their owne proper vses and behoofes, of the rents, profits, and issues of the premisses, the seueral summes of three hundreth pounds a peece of currant money of England, or otherwise shall bee fully satisfied, contented, or payed of the same seuerall summes, by such person or persons to whom the next and immediate reuersion or remainder of the premisses shal then by the intent and true meaning of these presents of right belong and appertaine. And from and after such time as the said seuerall summes of three hundreth pounds shall bee fully leuied, receiued, or payed as is aforesaid &c. And for default of such daughters which soeuer of them shall first happen, then to the vse and behoofe of T. M. second sonne of the said F. M. for terme of his naturall life, without impeachment of any manner of waste. And from and after his decease, then to the vse and behoofe of the first sonne to bee begotten by the body of the said T. M. and of the heires male of the bodie of the same first sonne lawfully begotten. And for default of such issue &c. (to other sonnes and daughters, as here before, And so to as many sons of the donour by name as shall seeme good, in manner aboue said.) And for default of such issue, then to the vse and behoofe of the said E. M. and of his heires for ever. And as for and concerning the said moities of the said &c. to the only vse and behoofe of the said F. M. and of his assignes, for and during the term of his naturall life, without impeachment of any manner of waste. And from and after his decease, then to the vse and behoofe of the daughters of the said F. M. that is to say, M. E. F. and C. and of L. M. daughter of the said E. M. as shall be vnmaried at the decease of the said F. M. and of their assignes, for, and vntill such time as euery of the said daughters so vnmaried at the time of the decease of the said F. M. one after another, as they shall be in senioritie, or in age, shall or may fully haue, leuie, receiue, and take of the rents, issues, and profits thereof, for, and towards their seuerall preferments and maintenance, the summe of three hundred pounds a peece, of good &c. And from and after such time as the said seuerall summes of three hundreth pounds a peece, shall, or may be had, leuied, or taken, as is aforesaid: Then to the vse and behoofe of the executors and administrators of the said F. M. for, and during the terme of tenne yeares, then next following, for, and towards the paiment of the debts of the said F. M. the Father, and for and towards the performance of his last Will & Testament. And from and after the end &c. of the said term of ten yeares, Then to the vse & behoof of the said E. M. for term of his natural life, without impeachment of any maner of Wast. And from & after his

decease,

deceaſe, then to the vſe and behoofe of the firſt ſonne, to be begotten by the bodie of the ſaid E. M. and of the heyres males of the bodie of the ſame firſt ſonne lawfully begotten. And for default of &c. vt ſupra. And the ſaid F. M. the father for himſelfe, his heires, executors, and adminiſtrators, couenaunteth and graunteth, to and with the ſaid R S. his heires and aſſignes, and euery of them by theſe preſents, That he the ſaid F. M. the father, his Heires, Executors, Adminiſtrators, or aſſignes, or ſome of them, ſhall and will at all times, from and after, the deceaſe of the ſaid E. M. well and ſufficiently acquite and diſcharge, or ſaue harmeleſſe the ſaid manſion houſe, lands, &c. and all other the premiſſes herein before limited or appointed, to, and for the iointure of the ſaid B. and euery part and parcell thereof, of, and from all and all manner of former bargaines, &c. whatſoeuer, had, made, done, cauſed, or acknowledged by the ſaid F. M. or any other perſon or perſons, by his title, aſſent, meanes, or procurement. The rents and ſeruices from thenceforth to bee due to the chiefe Lord or Lords of the fee or fees of the premiſſes, And &c. onely foreprized and excepted. And further, that he the ſaid F. M. and his Heires and Aſſignes, and euery of &c. for further aſſurance in the Law, ſuretie, ſure making and conueying of all the ſaid manors, Lands, Tenements, and other the premiſſes and euery part thereof, to be conueyed and aſſured to the ſeuerall vſes, purpoſes, and intents herein before expreſſed, and according to the intent and true meaning of theſe preſents. Be it by fine &c. Neuertheles it is alwaies prouided, that it ſhall and may be lawfull to and for the ſayd E. M. T. M. R. M. G. M. and I. M the ſonnes, and to and for euerie of them, and to and for all and euerie of the iſſues males, to whom any intereſt or eſtate is herein before limited in the premiſſes, or any part thereof, and being ſeiſed in demeſne of any eſtate of freehold, or inheritance, of, or in the premiſſes, or any parcell thereof, not being expectant vpon any other eſtate or eſtates, at his and their, and euery of their free wills, liberties, & pleaſures, to make any leaſe or leaſes for terme of three liues, or xxj. yeares, or vnder, and not diſpuniſhable, neither without impeachment of waſte to any perſon or perſons, of all and ſingular the ſaid manors, lands, tenements, & other the premiſſes in T. S &c. (vt ſupra) before mentioned, and euery or any of them, or any part or parcell thereof, other then of the ſcite or demeane lands &c whereupon the old and accuſtomed yearely rents or more ſhall bee reſerued to continue during the ſame leaſe or leaſes to be had or made. And that all ſuch leaſes ſo to be made, ſhall be good and auaileable in law, to all intents and purpoſes. And that at all times from and after the making of all and euerie ſuch leaſe or leaſes, the ſaid conueyance and aſſurance ſhall be, and the ſaid T. E. and A. E. and their heires and aſſigns, and euerie of them, and all and euery other perſon and perſons

then standing or being seised of, or in the premisses so to be demised or letten, or any part or parcell thereof, shall stand and be seised thereof, and of euery part and parcell thereof, as for and concerning onely all and euery of the same lands, tenements, and hereditaments, so to be demised or leased, as is aforesaid, to the vse of all and euery such person or persons, their executors, administrators, or assignes, to whom any such lease or leases shall be so thereof made, and according to the true intent and meaning of all and euerie the same leale or leases, and of these presents: So alwaies as the same lessées, their executors, administrators and assignes, and euerie of them, doe well and truly yéeld or pay, or cause to be yéelded & paied the seuerall rent and seruices in the same leale and leases, and euery of them to be reserued to such person and persons for the time being, as by the intent & true meaning of these presents shall haue the nert and immediate reuersion or remainder of the same premisses so to be leased, at the dayes and feasts to be comprised in all and euery the same leases, or within xl. dayes nert ensuing euery of the said dayes and feasts. And after the expiration of the same lease or leases, and euery of them, as they shall severally end and determine, then the said conueyance and assurance shall be and inure, And the said T. E. and A. E. and all and euery other person and persons, then standing or being seised of, or in the premisses so to bée demised or letten, or any parcell thereof, shall at all times frõ thencefoorth stand and be seised of, and in the same and euery part or parcell thereof, to such vses, purposes, and intents, as bẽn before in these presents expressed and declared, and as by the true intent and meaning of these presents they should or ought to haue done, if no such lease or leases made thereof at any time had bẽne made, any matter or thing to the contrarie thereof in any wise notwithstanding. Neuertheleile, it is allwayes prouided and fully couenanted &c. by and betwéene the said parties to these present Indentures and euerie of them, that if the said E. T. M. R. M. G. and J. M. or any of them, or any the heires of their seuerall bodies to whom any vse or vses, estate or estates, of, or in the said mãnors, lands, &c. before mentioned, or any part or parcell thereof by these presents is limited, declared, appointed, or agréed to bée conueyed in manner and forme aforesaid, shall at any time after the said assurance had and made as is aforesaid, aduisedly, wittingly, determinatly, and effectually procure or assent, to, or for any act or acts, thing or things, for any bargaine, sale, discontinuance, alienation, exchange, or forfeiture to bée had or made of the said manors, lands, tenements, hereditaments, and other the before named premisses, or any part or parcel of them or any of them, to him, them, or any of them as is aforesaid, by these presents limited, declared or agréed to be conueied in vse or in possession, whereby any estate of the premisses,

milles,or any part or parcell thereof,in vſe or poſſeſſion, mentioned,limited,or declared by theſe preſents may,or ſhould by any meanes be vndone, diſcontinued,barred,determined,or forfeited: And the ſame bargaine,ſale, diſcontinuance, alienation,exchange or forfeiture, or any other effectuall thing or act towards the ſame effect, ſhall attempt, cauſe, procure, commaund, or wittingly or willingly aſſent vnto, or ſuffer to bee attempted, gone about to be executed, performed, proſecuted, or put in vre, by the knowledging of any note or notes, of, or for any fine or fines to be leuied, or by knowledging of any warrant or warrants,of Attornie or Attornies for any recouerie or recoueries,to be purſued,or entrie into any warranty by any meanes whatſoeuer, or by knowledging any warrant for the ſame, or any purchaſe of any writ or writs, by them or any of them, or by any other by their or any of their aſſent or conſent, by apparance or otherwiſe, to any writ or writs of the premiſſes, or any part or parcell thereof, or to any thing in them or any of them, or by knowledge of any deed or deeds, writing or writings to bee inrolled, or by any other effectuall act or acts, thing or things whatſoeuer, whereof or whereby any bargaine, ſale, diſcontinuance, alienation,exchange or forfeiture ſhall and may inſue: That then immediately from and after the time of ſuch procuring, attempting, cauſing, commanding, willingly aſſenting, ſuffering or going about,in manner and forme as is aforeſaid. And before any ſuch bargaine,ſale,diſcontinuance,alienation, exchange or forfeiture perfected,executed,committed or done,the ſaid vſe and vſes, eſtate and eſtates, limited and declared in theſe preſents vnto him, or them, and to as manie as ſhall attempt,cauſe,procure, commaund, or willingly aſſent or ſuffer any ſuch act or acts, thing or things to be proſecuted, executed, performed,done,or put in vre,or gone about to be executed,done,performed or put in vre,in manner and forme before declared,whereupon any bargaine ſale,diſcontinuance,alienation,exchange,or forfeiture ſhall,may or might inſue, contrarie to the true intent and meaning of theſe preſents, of, and in ſuch and ſo much of the ſaid manors, lands, tenements, and hereditaments, with the appurtenances, for the which any the thing or things aforeſaid ſhall be ſo attempted,cauſed, procured, commaunded, aſſented or ſuffered to be executed,performed, done, or put in vre, or gone about to be executed, performed, done, or put in vre, contrarie to the true meaning of theſe preſents, ſhall ceaſe as in reſpect only and hauing regard to ſuch perſon or perſons, onely ſo attempting, procuring,cauſing,commaunding,willingly aſſenting to, ſuffering,or going about any ſuch act or acts, thing,or things aforeſaid,as if ſuch perſon or perſons ſo attempting, cauſing,commaunding,or procuring,were naturally dead,and not otherwiſe. And that then and in ſuch caſe it ſhalbe lawfull to and for euery ſuch perſon

son and persons to whom the vse and possession thereof should come, grow, or be by the true intent and meaning of these presents, to enter and to enioy the same, as if such person or persons that so shall procure or assent to or for any such act or acts, thing or things to be done or attempted, were naturally dead, and in none otherwise, and of such and the like estate and estates, and in like manner and forme to all intents and purposes, and with like remainders in vse ouer, and with like limitations and conditions as the same should haue comen, growen or bene, if the same person that so shall procure or assent to or for any such act or acts, thing or things to bee done or attempted at or immediately before the time of such procuring or assenting were naturally dead and in none other maner.

And the said R.S. on his part, and in consideration of the said mariage doth for himselfe, his heires and executors, couenant, promise, and grant to and with the said F.M. his heires and assignes, and euery of them by these presents: That he the said R.S. or his heires, at his or their, or some of their owne proper costs and charges, shall and will before the feast of &c. nert comming after the date hereof, well and sufficiently conuey and assure, or cause &c. (vt supra, like in all things to the making of the conueyance made by the said F.M.) Which conueyance and assurance so to be had and made of the said manor of C. &c. and all other the premisses last before mentioned, or any part or parcell thereof, as is aforesaid, And all other conueyance and assurance thereof, or of any part thereof to bee had or made at any time or times on this side or before, the feast of &c. shal bee, and all persons standing or being seised of or in the said premisses last mentioned, or of any part thereof, at all times from and after the said feast, or from or after the said conueyance and assurance last mentioned, so had and made, as is aforesaid, which soeuer shall first happen, shall stand and be thereof and of euery part and parcel thereof, seised to the vses, intents, and purposes hereafter in these presents expressed and declared, and to or for none other vse, intent, or purpose: that is to say, To the vse and behoofe of the said R.S. and of his assignes, for and during the time of his naturall life, without impeachment of any maner of wast, And from and after the decease of the said R.S. to the vse & behoofe of the executors, administrators and assignes of the said R.S. for and vntill the ful end and terme of 4. years, nert and immediately ensuing the decease of the said R.S. and from and after the said terme of foure yeares being fully ended & expired, Then to the vse and behoofe of the said E.M. and B. and of the heires males of the body of the said B. by the said E.M. begotten. And for default of such issue, then to the vse and behoofe of the heires males of the said B. by the said E.M. lawfully begotten. And for default of such issue, then to the vse and behoofe of the heires of the body of the said B. lawfully

begotten

begotten. And for default of ſuch iſſue, then to the vſe and behoofe of E.S. wife of H S. and F.H. now wife of I.H. other two of the daughters of the ſayd R.S. and of the heires of their two bodies lawfully begotten. And for default of ſuch iſſue, then to the vſe of ſuch perſon or perſons, and their heires, as the ſaid R.S. ſhall by his laſt will and teſtament in writing, or by any other his deed indented, by him to be ſealed and ſubſcribed with his name and proper hand writing, ſhall be to that end named and appointed, and that in ſuch ſort, with ſuch limitations and conditions, as therein ſhall be named and appointed. And for want of writing, and ſuch laſt will and teſtament, and after the vſe and eſtates herein before theſe preſents limited or expreſſed being fully ended: Then to the only vſe and behoofe of the ſaid R.S. and of his heires and aſſignes for euer, & to none other vſe, purpoſe, or intent. Prouided alwaies that if &c. E.M. vt ſupra ex parte F.M. And moreouer, it is couenanted, graunted, concluded, condiſcended, and fully agreed, by and betweene the parties to theſe preſent Indentures, and euerie of the ſaid parties, for himſelfe, his heires and aſſignes, doth couenant, grant, conclude, and agree, to and with the other of them, their heires and aſſignes, and euerie of their heires and aſſignes, and euery of them by theſe preſents, that as well the ſaid F.M. and R. S. and their heires, and the heires and aſſignes of either of them, as all and euerie other perſon and perſons, now ſtanding or being ſeiſed, or which at any time or times, from and after the ſaid feaſt of &c. next comming after the date hereof ſhall ſtand or be ſeiſed, of or in the ſaid manors, meſuages, lands, tenements, and other the premiſſes before in theſe preſents mentioned or expreſſed, or euery, or any part or parcell thereof which before the ſaid feaſt of &c. next comming, ſhall not be ſufficiently conueyed and aſſured vnto the ſaid M.E. and A.E. and their heires, to the ſeuerall vſes, purpoſes, and intents, herein before expreſſed, at all and euery time or times, from and after the ſaid feaſt of &c. next comming, for the conſiderations aforeſaid, ſhall ſtand, and be ſeiſed, of, or in the ſame and euery part and parcell thereof, to the vſes, purpoſes, and intents before in theſe preſents expreſſed and declared, according to the intent and true meaning of theſe preſents, and to none other vſes, intents, and purpoſes: any matter or thing to the contrarie therof in any wiſe notwithſtanding. In witnes whereof the parties aforeſaid to theſe preſent Indentures interchangeably haue ſet their hands and ſeales. Dated the day and yeare firſt aboue written.

Couenants for Mariage, and for a Ioincture.

THis Indenture made &c. Betweene R.C. of the one party, and A.C. of the other party Witnesseth &c. For and in consideration of which mariage so to be had and solemnized betweene the said parties in forme aforesaid, and for, and in consideration of the summe of fiue hundred markes of &c. before hand paied, whereof the said &c. And for the naturall loue and affection which the said I.C. beareth vnto the said F. his brother and heire apparant, And for a Ioincture to be made after marriage had to the said A. the intended wife of the said F. and for the extinguishment of one annuall rent or annuitie of x li. or thereabouts, claimed by the said F. out of the lands, tenements, and hereditaments of the said I.C. by reason of the last will and testament of I.C. deceased his late father and otherwise, and also for diuerse other good considerations him moouing, he the said I.C. for him his heires, executors, and administrators, and euerie of them doth by these presents couenaunt, graunt, promise, and agree, to and with the said R.C. his heires, executors, and administrators, and euery of them that he the said I.C. is lawfully seised of an estate of inheritance, of and in the manor of F. &c. and of and in diuers, &c. of the cleere yearely value of an C. li. or more. And that he the said I.C. his heires or assignes, within fortie daies next after the solemnization of the said mariage to be had betweene the said F. and A. in forme aforesaid, shall make and execute, or cause to be made and executed vnto the said F.C. and A. his intended wife, one good, sure, lawfull, and sufficient demise, or lease in writing for the liues of the said F. and A. and the longer liuer of them, And shall thereupon execute estate of the same by liuery of seisin, and by attornment of the tenants thereof, or otherwise in due forme of law make sufficient assurance and conueiance of all that the said manor of &c. and of &c. Except &c. To haue and to hold the said manor of F. and all the lands tenements, & other hereditaments, with the appurtenances thereunto belonging or appertaining (except before excepted) to the said F.C. & A. his intended wife for terme of their two liues, and the longer liuer of them, reseruing in the said Lease of the said I.C. and his assignes during his life the yearely rent of xx li. at two vsual feasts in the yeare to be paied: that is to say, at the feast of St. Philip & Iacob, & at the feast of St. Michaell the Archangell by euen portions, with a clause of distresse and nomine pœnæ to be contained in the said lease, that if the said rent or any part thereof be behind at any of the said feasts, during the life of the said I. before limited, and by the space of fortie daies after, it being lawfully demanded, that then the said F.C. and A. his wife, and the longer liuer of them,

shall

ſhall forfeit and pay to the ſaid I.C. his heires & aſſignes, ouer and aboue the ſaid rent ſo being behind and vnpaied v.li. of lawfull Engliſh money nomine pœnæ, and with a clauſe of diſtreſſe, aſwell for the ſaid ſumme of fiue pounds nomine pœnæ, as for the ſaid yearely rent of twentie pounds ſo to be reſerued by the ſaid leaſe. And alſo with a couenant to be contained within the ſaid Leaſe on the behalfe of the ſaid F. and A. that the ſaid F. and A. and the longer liuer of them ſhall from thenceforth ſufficiently repaire, vphold, maintaine, and kæpe the ſaid manors, and all other the premiſſes with their appurtenances, together with all the buildings, ſeadikes, walls, banks, and fences belonging to the ſame, in all manner of neceſſary and nædfull reparations, when and ſo often as næd ſhal require during the ſaid eſtates for life of the ſaid F. and A. and the longer liuer of them before limited, at the proper coſtes and charges of the ſaid F. and A. and the longer liuer of thē. And that the ſaid F. and A. and the longer liuer of either of thē, ſhal alſo during the eſtates of the lōger liuer of thē pay all manner of outrents due to be payed and going out of the premiſſes before limited. For the better perfecting and aſſurance of which ſaid Leaſe, and for the aſſurance of a Ioynture to bee made to A. now wife of the ſaid I.C. and for the extinguiſhing of all titles of Dower of the ſaid A. now wife of the ſaid I. in all the hereditaments in F. and B. aforeſaid, and in all other the Manors and Hereditaments of the ſaid I.C. And for the defeating and making void of all former ſuppoſed auncient intailes whatſoeuer, of the ſaid Manours, Lands, and Hereditaments, before leaſed by theſe preſents, in manner and forme aforeſaid, whereby ths ſaid leaſe may the better bee perfected and made ſure, without any ſcruple or doubt in law. And for the eſtabliſhment of a great part of the inheritance of the ſaid I. hereafter mentioned to the Heires Males of his houſe. And for diuers other good cauſes and conſiderations him mouing, hee the ſaid I.C. doth further couenant &c. that he the ſaid I.C. and the ſayd A. his wife, at the onely coſts and charges in the law of the ſaid Sir R.C. & his heires, ſhall within one halfe year next after the marriage aforeſaid acknowledge and leuie a fine with proclamations, according to the ſtatute in that caſe prouided, before the Iuſtices of the common pleas at Weſtminſter in due forme of Law, according to the common courſe of fines in ſuch caſes vſed, vnto I.T. R.S. H.H. and A.G. aſwell of and in the ſaid Manour, and all other the premiſſes with the appurtenances in F. and B. aforeſaid being now of the value of C.li. as alſo of the manour of T. with the appurtenances, ouer and aboue all yerely charges and repriſes, by the names of the Manours of F. and T. with the appurtenances, &c. or by the like names in effect, by which fine with proclamations or the like in effect, or by any other name or names whatſoeuer, ſo to

be

be leuied and knowledged in forme aboueſaid, he the ſayd I.C. ſhal knowledge the ſame Manours and all other the premiſſes with the appurtenances by the names aforeſaid, or the like in effect to be the right of the ſaid conuſees, or one of them, as that the ſaid conuſees haue of his right. And by the ſame fine ſhall remiſe, releaſe, and quite claime the ſaid Manours, Lands, Tenements, and Hereditaments, and all other the premiſſes with their appurtenances, from him, and his heires, to the ſaid Conuſees and their heires, or to the heires of one of them for euer. And further ſhall by the ſame fine ſo to bee leuied and knowleged in forme aforeſaid, warrant the ſaid Manours, Lands, Tenements, and Hereditaments, and all other the premiſſes, with their appurtenances to the ſaid Conuſees and their heires for euer againſt all men: which ſayd fine with Proclamation, or the like in effect, ſo to bee leuied and knowledged for the conſideration aboueſaid ſhall be, and the conuſees therein named, their heires and aſſignes, ſhall ſtand and bee ſeiſed by vertue and force thereof, to the ſeuerall vſes and intents, and vpon the conſiderations in theſe preſents hereafter ſeuerally expreſſed and declared, and to none other vſe, intent, or purpoſe: That is to ſay, of and in the ſaid Manour of F. &c. and of &c. to the vſe and behoofe of the ſaid I.C. and of the heires males of the bodie of the ſame I. lawfully begotten, And for defalt of ſuch iſſue, to the vſe and behoofe of the ſaid F.C. and of the heires males of his body lawfully begotten, And for default of ſuch iſſue, to the vſe and behoofe of the ſaid I.C. and of his heires for euer. And of and in the ſaid manor of T. &c. and of all &c. to the onely vſe and behoofe of the ſaid I.C. and A. now his wife, and of the heires males of the body of the ſaid I.C. begotten, for, and in ful recompence and ſatisfaction of al tities of Dower and Joynture of the ſaid A. of, and in all tenements and hereditaments of the ſaid I. And for default of ſuch iſſue, then to the vſe and behoofe of the ſaid I.C. and of the heires males of his bodie lawfully begotten. And for default of ſuch Iſſue, then to the vſe and behoofe of the ſaid I.C. and of his right heires for euer. And the ſaid I.C. &c. doth couenant &c. that the ſaid Manours of &c. now bee, and at the time of the ſaid leaſe and aſſurance to bee made, ſhall be, and ſo ſhall and may continue and be for euer hereafter clearely acquited, diſcharged &c. and incumbrances whatſoeuer had, made, or done by the ſaid I.C. or by any others for him, in his name, or by his meanes, aſſent, or procurement &c. And that the ſaid F. and A. and their aſſignes, paying the aforeſaid rent of twẽty pounds, at the feaſts aforeſaid, ſhall, and may during their liues, and the longer liuer of them, at all times from and after the ſaid mariage ſo had and ſolemnized, haue, hold, and inioy the ſaid Manors of F. &c. (except before excepted) according to the intention of the Leaſe aforeſaid, without any lawfull let or interruption

ruption of the ſaid I.C. his heires or aſſignes. Prouided alwaies, and it is couenaunted, graunted, condiſcended, concluded, and fully agreed betweene the ſaid parties, to theſe preſents, that if the ſaid I.C. or any the heires males of the bodie of the ſaid I lawfully begotten at any time hereafter, ſhall earneſtly and effectually by open deed or act, intend, goe about, or attempt any act or thing, deed, or deuiſe, to be done, or ſuffered, whereby the ſaid Manours of F. and &c. or whereby any vſe or vſes, eſtate or eſtates of the ſame Manors, or any of them, or any part of any of them, or other the premiſſes in the ſaid Townes laſt recyted, or any of them, ſhould, might, or ſhall bee diſcontinued, alienes, auoided, changed, or determined, Or otherwiſe ſhall charge or incumber the ſame Manors, or any of thē, or any part of any of them, or other the premiſſes in the ſaid townes of F B.T.F.W.R. A. and S. aforeſaid, otherwiſe than with ſuch charges and incumbrances as ſhall onely indure, during the life of the ſaid I.C. or during the oncly life or liues of ſuch heires as ſo ſhall charge or incumber, as is aforeſaid, or otherwiſe then with ſuch incumbrances by Leaſes, as be now left at the libertie of the ſame I to do by theſe preſents, or with leaſes of the ſaid Manor of T. or of any parcell of the premiſſes in T.F.A.W.R. and S. for twentie one yeares at the moſt, whereupon the accuſtomed rent or more ſhall bee reſerued and payable during the terme thereof: That then and from thenceforth the vſe of the ſame I. C. and A. his wife, and of the heires males of the bodie of the ſaid I. in ſuch of the premiſſes as ſhall be interpriſed and vſed contrarie to the true meaning aforeſaid, ſhall from thenceforth ceaſe. And then and from thēceforth the ſaid I.T R.R. H.W. and A.G. and their heires, ſhall ſtand and be ſeiſed of the ſame manors, and other the premiſſes, and euery part of euery of them ſo interpriſed, or vſed, contrarie to the meaning aforeſaid, to the onely vſe of the ſame F. and the heires males of the bodie of the ſame F lawfully begotten. And for default of ſuch iſſue, to the vſe of the right heires of the ſaid I.C. for euer. Prouided alſo, and it is couenaunted, graunted, condiſcended, concluded, and fully agreed betweene the ſaid parties to theſe preſents &c. (vt ſupra, for the other lands.) And for the preferment of the heires males of the bodie of the ſaid F. C. in remainder after the death of the ſaid I.C. hauing iſſue male of his bodie, he the ſaid I.C. doth further couenaunt, graunt, condiſcend, and conclude, for him, his heires, executors, adminiſtrators, and aſſignes, to and with the ſaid R.C. his heires, executors, adminiſtrators, and aſſignes by theſe preſents, That if it fortune, that the ſaid I.C. at any time hereafter during his life to haue any iſſue male of his body lawfully begotten, that then hee the ſaid I.C. his heires, executors, or adminiſtrators, within one yeare next after ſuch iſſue male of his bodie ſo had, and it being then in life, ſhall vpon the reaſonable

sonable request of the said R. and of his heires, as well by fine as other good, lawfull, and sufficient assurance and conueyance in the Law, at the onely costs and charges in the law of the said I.C. sufficiently assure and conuey, or cause to bee assured or conueyed to certaine feoffees by the same R. his heires or assignes to be nominated and appointed, certaine other lands, tenements, and hereditaments to the full and cleere yearely value of rr. li. ouer and aboue all charges and reprises, to the onely vse of the said I.C for terme of his life, without impeachment of wast. And after his death, then to the vse and behoofe of the same I. and of the heires males of his bodie lawfully begotten, for, and vntill such time as the same F. shall haue issue of the bodie of him the said F. and the said A. lawfully begotten. And after to the vse of the same F. for terme of his life, without impeachment of wast. And after his death to the vse of the heires males of the body of the said F. lawfully begotten of the said A. And for default of such issue, to the vse of the right heires of the same I. for euer discharged, or otherwise from time to time thencefoorth to be saued harmlesse of all incumbrances, had, made, suffered, procured, or done by the same I. his heires &c. In witnesse whereof &c.

Couenants of Mariage.

Sect. 86. THis Indenture made &c. Betweene P.S.W.W. and L.S. on the one partie, And T.P. the elder, and R.T. on the other partie, Witnesseth that where the said P. by Gods grace shall shortly marrie and take to his wife A.B. widdow, And likewise the said A. &c. In consideration of which marriage to be had and solemnized, it is couenanted &c (that is to say) the said P.S.W.W. and L.S. and euery of them for &c. that the said P. at, and immediately after his decease shall leaue vnto the said A. to her own proper vse, if she bee then liuing, all and singular such lease and leases, goods, chattells, plate, iewels, and money, as she shall bring with her to the vse or possession of the said P. the true values whereof are expressed, and doe appeare in an Inuentorie indented to these presents annexed, or the true value of the same, according as the same are valued in the sayd Inuentorie, without any wilfull wast, spoile, destruction, or diminution thereof, or of any part thereof to be had, made, or done, of, in, or vpon the same or any part thereof by the said P. or any other by his procurement or meanes, to thintent to defraud the same A. or her assignes of the same. And also that he the said P. shall then at the time of his decease leaue, giue, or lawfully cõuey and assure vnto the said A. to her proper vse, goods, chattels plate, iewels, and ready money of the proper goods of the same P. to the value of 200. li. &c. ouer and aboue the said leases, goods, chattels, plate, iewels,

ieiwels,and money ſpecified in the ſame Inuentorie, without any fraud or guile by him,&c. done or wrought therein to defraud her of the ſame. And alſo ſhall immediately after his deceaſe leaue, giue, bequeath, or by other lawfull meanes in the law, aſſure and conuey to the ſaid A. to her proper vſe, all the Farme or manor of &c. and all his leaſe, or terme of yeares that he hath, or then ſhall haue in &c. and that the executors or adminiſtrators of the ſaid P. ſhall within one halfe yeare next inſuing after his deceaſe well and truly deliuer, or cauſe to be deliuered to the hands, vſe, and poſſeſſion of the ſaid A. the ſaid goods &c. to the ſaid value of C C. li. and euery part thereof. And the Indenture of the ſaid Leaſe of the ſaid Manor of &c. whole, ſafe, and vncancelled and in full force and ſtrength for as many yeares as ſhall be at his deceaſe to come of the aforeſaid terme, without any act, thing or things, fraud or couin, by him or them, or any of them to be done, or willingly ſuffered to the contrarie. And furthermore the ſayd P. S. M. W. and L. S. for them &c. couenant &c. That if it ſhall fortune the ſaid P at any time after the ſaid mariage had betweene him and the ſaid A. during their two liues to purchaſe, obtaine, get, or haue any lands, tenements, poſſeſſions, or hereditaments, in fee ſimple, or any eſtate of inheritance, that then the ſaid P. ſhall within reaſonable time after the ſaid purchaſe, obtaining, or getting of the ſaid lands &c. from time to time cauſe the ſame lands &c. to be aſſured and made ſure to the ſaid P. and A. and to the heires of their two bodies lawfully begotten, And for default of ſuch heires to the right heires of the ſaid P. And furthermore the ſaid P. S. M. W. and L. S. for them &c. couenaunt &c. that if the ſaid P. at any time hereafter by the conſent of the ſaid A. ſhall purchaſe, or buy any manours, lands, tenements, or hereditaments, with the money, goods, iewels, plate, or chattels, before by theſe preſents couenanted and agréed to be left vnto the ſaid A. being mentioned in the ſame Inuentorie, that then the ſaid P. ſhall aſſure and conuey, or cauſe to be aſſured or conueyed all the ſaid &c. with their appurtenances ſo to be purchaſed and bought at a reaſonable time after or vpon the purchaſe thereof ſo had and made, to the ſaid P. and A. and to the heires of their two bodies betwéene them lawfully begotten, and for default &c. (vt ſupra.) Prouided alwaies, & it is fully couenanted, concluded, and agréed betwéene all the ſaid parties by theſe preſents, that if the ſaid P. ſhall at any time hereafter by the conſent of the ſaid A. beſtow and imploy all or any of her ſaid goods, chattels, money plate iewels, or leaſes, before by theſe preſents couenanted and agréed to bée left to the ſame A. in, or vpon the purchaſe of the manors &c. and vpon or after the ſaid purchaſe do aſſure, and conuey the ſame manors ſo purchaſed &c. to the ſaid P. and A. and to the heires of their two bodies lawfully begotten, And for default &c. that then the ſaid P. M. and L. their

heires, &c. and the executors &c. of euery of them, after the same purchase and assurance so had and made to the said P. and A. in manner and forme aforesaid, shall be discharged of the paiment and deliuerie of so much of the same money &c. aboue limited to bee left vnto her, as the same manors, &c. so purchased and assured to the said P. and A. and to their heires aforesaid, shalbe duly proued to haue cost at the time of the buying and purchase of the same, without fraud, couin, or guile, any thing rehearsed to the contrary &c. And furthermore the said P. S. M. and L. &c. couenant &c. that he the said P. nor his assignes, nor any other person or persons by his or their means, consent or procurement shall do or commit, or wilfully permit or suffer to be done any act or acts, thing or things, whereby such lease or terme of yeares as T. B. late of the said A. did giue vnto the said M. B. their daughter after the decease of the said A. by his last will and testament, might be determined, surrendred, extinct, or impaired, but that the said manor, lease, and terme of yeres, immediately after the decease of the said A. shall and may come to the said M. according to the will and testament of the said T. B. And also shall deliuer vnto the said M. at the day of her mariage, or within one yere after, the residue of all such goods, mony, plate, or houshold stuffe, as the sayd T. B. her late father did bequeath to her by his last will and testament, being duly proued to haue comne, and remaine, and be in the hands and possessions of the said P. and A. And further the said P. S. M. and L. &c. couenant &c. that if it shall fortune the said A. to decease or depart this mortall world before the said P. without any issue of their two bodies betweene them lawfully begotten, that then the said P. within one moneth next ensuing after the decease of the said A. shall giue and pay, or cause to be paied to the said M. xl. li. &c. to buy a nest of goblets. And further if it shall fortune the said A. to decease before the said P. that then the said P. shall licence the said A. before her decease to declare and make her last will and testament in writing, and by the same to giue and bequeath to any person or persons, legacies to the value of &c. at her pleasure, and the same last will and testament so made and declared &c. the said P. shall in all things performe and fulfill, according to the tenor and true meaning of the same. In witnesse whereof &c.

Couenants of Mariage.

Sect. 87. THis Indenture &c. Witnesseth, That it is couenanted and graunted, concluded and agreed, by and betweene the said parties to these presents, in manner and forme following. And first the said B. T. for himselfe &c. doth conenant &c. that T. T. his sonne and heire apparant, at or before the first day of June next ensuing the date hereof, shall by the grace of

of God, marrie and take to his wife A.R. daughter of the said T.R. if she will thereunto assent, and the laws of the Church will that permit. And that hee the said B.T. his heires or assignes, before the first day of I. at the reasonable costs and charges in the law of the said T.R. his executors or administrators, shall and will make or cause to be made, such a good, sure, sufficient, and lawfull estate of all his manors and lordships of R. &c. vnto R.S. I.L. R.R. and T.R. and their heires for euer, as shall be reasonably deuised, aduised, or required by the said T.R. or his heires, or by his or their Counsell learned in the Lawes of this realme, to the only vses and behooses hereafter in these presents declared, that is to wit, that the said feoffees, their heires and assignes shall stand and be seised of all the said manors, tenements, hereditaments and premisses, with thappurtenances &c. to the vse and behoofe of the said B.T. and his heires, for and vntill the day of the solemnization of the said mariage, and from and after the solemnization of the said mariage, to the only vse and behoofe of the said T.T. and A. for and during their two liues, and during the life of the longer liuer of them, and from and after their deaths, to the onely vse and behoofe of the said T.T. and to the heires males of the bodie of the said T.T. of the bodie of the said A. lawfully begotten, and for default of such issue male, then to the vse and behoofe of the said B.T. & the heires males of his body lawfullly begotten. And for default of such issue male, then to the vse of the right heires of the said B.T. & his heires for euer, With a Couenant to saue harmelesse, Except the ioynture or dower, or title of ioynture or dower of L. now wife of the said B. and except all leases for yeres or liues &c. And except all such auncient estates taile as haue bene heretofore made of the said tenements and premisses, or of any part thereof by any auncestor or auncestors of the said B. And except all such auncient waies and commons of pasture, estouers, quarry, or turbary, as haue time out of mind bene rightly had and vsed, in or through the same, or any part thereof, of any such be. And except the chiefe rents and seruices, and other rents of ancient time, due and accustomed to be paied, hereafter to be come due or payable out of, or for the premisse or any part thereof. Here may bee added Couenants of being seised &c. and of further assurance to the vses aboue said &c. and for quiet enioying &c. And of, and in one other tenement in &c. to the vse of the said B. during his life, and after the decease of the said B. then to the vse and behoofe of the said T.T. and of the heires males of his body, on the bodie of the said A. lawfully begotten, and for default of such issue, to the vse of the issues females of the said T.T. of the body of the said A. lawfully begotten, for, and during the space of so many yeares after the death of the said T.T. and B. as there shall be seuerall issues females of the bodies of the sayd T.T. and A. law-

fully begotten, liuing after the deaths of the said T. T. and B. if there shall bee then liuing more then one, and vnder fiue such issues females, and if there shall be liuing after the death of the sayd B. and T. T. without issue male of the bodies of him, and the said A. lawfully begotten, fiue, or more, such issues females of their bodies lawfully begotten, then to the vse of the said fiue or more such issues females of their bodies lawfully begotten, for and during foure yeares, next after the deaths of the said T. T. and B. And if after the deaths of the said B and T. T. without issue male of the bodies of the said T. T. and A. lawfully begotten, there shall be liuing one onely such issue female of their bodies lawfully begotten: Then to the onely vse and behoofe of the same one such issue female during the space of two whole yeares next after the deathes of the said B. and T. T. And if after the death of the said T. T the said B. being then dead, there shall be no issue male or female of the bodies of the said T. T. and A. liuing, Then to the onely vse of such his daughter or daughters being borne aliue as the said A. shall be with child by the said T. T. at the time of his death, during the space of two yeares next after the deathes of the said T. T. and B if the said daughter or daughters, or any of them so long doe liue. And from and after the end of such yeares, as so hereby before limited to the vses of the said issue or issues female of the bodie of the said T. T. and A. lawfully begotten after the death of the said B. to the vse of the said T. T. and of the heires males of his bodie lawfully begotten. And for default of such issue male, then to the vse of the next issue male of the bodie of the said B. lawfully begotten, and to the heires males of his bodie Lawfullly begotten, and for default of such issue male, then to the vse of the next heire male of the said B. and the issue male of the bodie of that heire male lawfully begotten. And for default of such issue male, then to the vse of the said B. and his right heires for euer, and to, or for none other vse, intent and purpose. Prouided alwaies, and vpon condition following, and neuertheless it is the true intent and meaning of these present indentures, and of all the parties to the same, and of al the assurances hereafter to be made by the said B. of the said manors, &c. in S. K S. E. N K. S. T. H. 8. aforesaid, and of euery or any part thereof, that it shall and may be lawfull vnto the said B. at all times hereafter during the life of the said B. to graunt and assure vnto L. T. the younger sonne of the said B. one yearely rent, or rent charge of twentie Markes of lawfull English money, with a clause of distresse for the same, to bee issuing, perceiued, had, and taken by the said L. or his assignes, from such time as it shal please the sayd B. by his said grant to limit the same yearly to begin, during the life of the said L. or during any number of yeares that the said B. shall therefore set downe, name, or appoint, if the said L.

shall

ſhall ſo long liue, out of all, or any of the ſaid manors, lands, tenements or hereditaments S.K. in S.E.N.K S.T.H. & W. or any of thē, or out of any part of them, or of any of them. And that it ſhall and may be lawful to and for the ſaid L.T. and his aſſignes, according to the purport & meaning of ſuch grant of the ſaid rent ſo to him to be made, as is aforeſaid, to diſtraine for the ſaid rent and arrerages thereof which ſhall happen to be behind vnpaied in any part of the ſaid laſt recited premiſſes: any thing in theſe preſents contained, or any conueyance or aſſurance hereafter to be had or made of the premiſſes, or any part thereof, to the contrarie in any wiſe notwithſtanding. And the ſaid B.T. for himſelfe &c. doth couenant, &c. that he the ſaid B. his executors, or aſſignes, ſhall and will either by his laſt will and teſtament, or otherwiſe, as ſhal be reaſonably deuiſed by the ſaid T.K. the elder, his h ires &c. or by his or their counſell learned in the Lawes, &c. giue, conuey, & aſſure, all or ſo much of thoſe meſuages, houſes, lands, &c. which the ſaid B. and his aſſignes now haue, hold, and occupie, within the towne, fields, parish and territories, of S.K. aforeſaid, by demiſe, grant, or leaſe from the Quēnes Maieſtie that now is, for the terme of any yeares, to the ſaid T.T. and his heirs males immediatly frō & after the death of the ſaid B. And that he the ſaid T.T. ſhall and may from & after the death of the ſaid B haue, hold, poſſeſſe, & inioy the ſame leaſe, lands, tenements, &c. from & after the death of the ſaid B. And ỳ the ſaid T T. ſhall then be (if he the ſaid T. T. ſo long doe liue) diſcharged or ſaued harmeles, of, & frō all former bargaines, grants, leaſes, charges, and incumbrances whatſoeuer heretofore ſinthence the 6 day of Feb. laſt paſt before the date hereof, and herafter to be had, made, done, knowledged or willingly ſuffered of the ſame premiſſes, or any part thereof by the ſaid B. or his aſſignes, with a prouiſo or condition in ſuch conueiance or aſſurance thereof to be conueyed, that ỳ ſaid T.T. ſhall aſſigne ſo much of the ſaid terme as ſhall be to extend at the time of his death to the heires males of his body lawfully begotten. And that he the ſaid B. or his aſſignes, ſhall and will at his and their owne proper coſt and charges, giue, finde, and allow to the ſaid T.T. and A. and to one man ſeruant, one woman ſeruant, and all ſuch children as ſhall be had and begotten betweene the ſaid T.T. and A during twelue yeares next inſuing the day of the ſolemnization of the ſaid mariage, if the ſaid B. ſo long doe liue, ſuch ſufficient, neceſſarie, and conuenient houſeroome, meate, drinke, and lodging, at or in the now dwelling houſe of him the ſaid B. T. of S.K. aforeſaid, or elſe where the ſaid B. ſhall Remaine and Dwell, as he the ſaid B. T. ſhall prouide for himſelfe and his familie. And that he the ſaid B. ſhall likewiſe during the ſaid xij. yeares, if either the Couerture betweene the ſaid T. T. and A. ſo long doe continue,

or the said A. surviuing the said T.T. doe kéep herselfe so long a widdow, giue, find, and allow to them the said T.T. and to the said A. surviuing the said T.T. such conuenient stable roome, hay, prouender, straw, and grasse for two geldings, horses or mares of the said T.T. or A. him surviuing during the said space of twelue yeares next ensuing the day of the solemnization of the said marriage, if the said B. so long doth liue, & in such place and manner as the riding horses, geldings, and mares of the said B.T. shall haue stable-roome, prouender, hay, straw, and grasse during the said time, or if either the said B. shall dislike or refuse to yéeld to and for the said T.T. and A. their said children, seruants, and horses, such allowance as is aforesaid, or to the said T.T. and A. or the said A. surviuing the said T.T. shall dislike or refuse to accept or take such allowance as is aforesaid, that then the said B. euery yeare of the said vij. yeres, in which he shall not yéeld to them such allowance as is aforesaid, if the said B. so lōg do liue, shall for the same pay or cause to be paid to the said T.T. and A. during the couerture, and to the said A. surviuing and kéeping her selfe so long a widow vl.li. of lawful English money, in the now dwelling house of the said B. in S.B. aforesaid, at the feast of P. and M. by euen portions. And the said T.R. the elder, for himselfe, his executors and administrators doth couenant, promise, and agrée, to and with the said B.T. his executors and administrators, that the said A.R. shall and will by the grace of God, at, or before the said 6. day of July now next cōming, marrie and take to her husband the aforesaid T.T. if the said T.T. will thereunto assent and agrée, and the lawes of the church will that permit and suffer, &c.

Here may be further expressed such further considerations as be yeelded on the daughters behalfe, and such other couenants and conditions as shalbe requisite on that part.

Couenant to make Ioincture.

THis Indenture made &c. Betweene W.Y. &c. of the one party, and T.S. and I.L. of the other party, Witnesseth, that the said W.Y. for and in consideration of ioincture to be made to I. his wife, for himselfe &c. couenanteth &c, that he the said W.Y. his heires and assignes, before the feast day &c. shall make or cause to bée made to the said T.S. and I.L. a good, perfect, sure and sufficient estate in the law in fée simple, of, and in all his manor of M. &c. To haue and to hold the said manors, lands, tenements, and all and singular the premisses with the appurtenances to the said T.S. and I.L. to the onely vse of the said W.Y. and I.S. his wife, during the life of the said I. and to the heires of the said W.Y. for euer.

And

And for further aſſurance, ſecurity and ſure making of the ſaid mannors, lands, tenements, and all other the premiſſes, to be had and made to the ſaid T. and I. and to their heires, to the vſe and intent aforeſaid, The ſaid W. Y. for him &c. couenanteth &c. that he the ſaid W. Y. his heires and aſſignes from time to time, and at all times during the ſpace of &c. vpon reaſonable requeſt &c. as in couenants of further aſſurance, and ſauing harmeleſſe.

Except the yearely rents, cuſtomes, and ſeruices which hereafter ſhall be due, or going out of the premiſſes, or of any part or parcell thereof, to the Quéene our Soueraigne Lady, or to the Lord or Lords of the fée or fées. And except all leaſes and grants by copie of a Court roll of the ſame mannor made, or to be made, whereupon the accuſtomed rents be or ſhal be reſerued &c. And that the ſaid mannor &c. now at the making of the ſaid aſſurance, ſhall be of the cléere yearely value of &c. ouer and aboue all charges and repriſes, and ſo ſhall and may continue and bée during the life naturall of the ſaid I. without fraud or couen. And the ſaid W. Y. for himſelfe &c. couenanteth &c. As in Couenants, that all other conueyances ſhall be to the vſes aboueſaid. Prouided alwaies, and vpon Condition following, it is fully concluded and agréed, by and betweéne all the ſaid parties to theſe preſents, That if the ſaid I. ſuruiuing the ſayd W. Y. her huſband, within two moneths after the deceaſe of the ſaid W. Y. doe not by her ſufficient déede or déedes, releaſe & ſurrender to his heires or aſſignes and to her heires for euer, all her eſtate, right, title, intereſt, and demand, of, in, and to all lands, tenements, and hereditaments with the appurtenances, which he the ſaid W. Y. during the couerture betweéne him & the ſaid I, was ſeiſed of ſuch eſtate, as ſhe the ſaid I. might thereof lawfully bée endowed, other then the ſayd mannors, lands, tenements, and hereditaments, aboue in theſe preſents mentioned, to be aſſured vnto her for her ſayd ioynture: That then immediately from and after the end and expiration of the ſayd two moneths, next after the death of the ſaid W. Y. no ſuch releaſe, as is aforeſaid, being ſo made, the ſaid feoffées and the ſuruiuor of them and his Heires, ſhall be ſeiſed to the onely vſe of the right heires of the ſaid W. Y. and of their heires for euer: any thing in theſe preſents conteined to the contrary thereof in any wiſe notwithſtanding. In witneſſe &c.

Couenants of marriage, and to leuie a fine, and ſuffer a reconerie.

THis Indenture tripartite &c. Betweene G. S. and E. T. on the firſt partie, and C. D. and I. D. on the ſecond partie, And F. W. & F. K. Sect. 88.

T.B. and N.R. on the third party, Witnesseth, that it is couenanted, concluded, and agréed, by and betwéene the said G.S. and the said T.D in manner and forme following: that is to say, the sayd G. S. on his party doth couenant &c. that the said E.T. shall marrie &c. And in like manner the said T.D &c. that the said I.D. shall marrie &c. In consideration of which said marriage, the said G.S doth couenant &c. that he the said G.S. and the said E.T. vpon reasonable request to them to be made by the said T.D, and at the costes and charges in the Law of the said T.D. shall and will before the feast of &c. leuie one fine, or seuerall fines &c. And it is fully concluded, couenanted &c. that the said T.B. and N.R shal from and immediately after the leuying and ingrossing of the said fine or seuerall fines, or either of them, stand and be seised of the said mannors and premisses, and of euery part and parcell thereof: and that the same fine or seuerall fines shall be to the vse of the said T.B. and N.R. and the heires of the said T.B. to the onely intent and purpose that the said T.B. and N.R. shall stand and be adiudged perfect tenants of the freehold of the said mannors and premisses, and of euery part thereof, vntill a perfect recouery may be lawfully had and executed of the mannors and premisses, against the said T.B and N.R.

And the said G.S. doth couenant &c. that the said F.W and the said F.R. or any other person or persons, which the said T.D. shall nominate and appoint, shall and may at the costs and charges in the law of the said T.D. his executors or assignes, commence and prosecute one Writ or seuerall Writs of Entre sur disseisin in le post, after the manner and course of common recoueries, against the said T.F. and N.R. whereby they should demaund against the said T. and N. the said Mannors, Lands, and Premisses, and euery part and parcell thereof, by any name or names whatsoeuer, vnto which said writ or seuerall writs, the said T.F. and N.R. shall appeare in proper person, or by their Atturney or Atturneys, lawfully and sufficiently authorized. And shall vouch to warranty the said G.S. and E.T. and that the said G.S. and E. shall appeare vpon the same voucher in proper person, or by their atturney or atturneyes lawfully authorised, and shall vouch to warranty the common vouchée. And that the cõmon vouchée shal appeare & imparle, and afterwards make default, whereby a perfect iudgement may be had & giuẽ for the demaundãts in the same writ or writs against the said T.B. and N.R. for the recouery of the said mannors and premisses. And likewise for the said T.B. and N.R. to recouer in value against the said G.S. & E.T. after the mãner and course of cõmon recoueries in such case vsed, & it is fully cõcluded &c. to these Indentures, for them and their seuerall heires, and euery of the said parties doth seuerally couenant & conclude, to & with the others, and

their

their ſeuerall heires, That the ſaid recouerees and their heirs, ſhall from & immediately after the knowledging & perfecting of the ſaid recouery or recoueries, ſtand and be ſeiſed of the ſaid manors, rectories, & premiſſes, and of euery part and parcell therof, and that the ſame recouery or recoueries, iudgement or iudgements, recouerie or recoueries in value, and euery thing & matter therupon proceeding, ſhall thē and from thencefoorth be deemed, had, & taken, and inure to the vſe and behoofe of the ſaid G.S. and his aſſignes, for, & during al the terme and ſpace of 8 .yeres, if the ſaid G.S. ſhall ſo long liue.

And after the death of the ſaid G.S. to the vſe of E.T. and of the heirs which he ſhall beget of the bodie of the ſaid I.D. And for default of ſuch iſſue, to the vſe of the right heirs of the ſaid E.T. for euer. Prouided alwaies that the ſaid G.S. and E.T. or either of thē, ſhall not be compelled to trauell from the place where they or either of thē ſhal remaine or dwel at the time of ſuch requeſt or requeſts to be made for the leuying, knowledging, or executing of the ſaid fine or fines, warrant or warranties of atturney, recouerie or recoueries of any of thē, or for doing & performing of any act or thing thereupō depēding. And the ſaid G.S. doth alſo couenant &c. that whereas the ſaid G.S hath heretofore by his great & generall conueyance being made for the ſtaying and intailing of the moſt part of his inheritāce aſſured vnto the ſaid E.T. and to the heires males of his bodie iſſuing, all thoſe &c. that the ſaid lands &c. heretofore aſſured vnto the ſaid E.T. and to the heires males of his bodie iſſuing, & the ſaid lands &c. couenanted by theſe preſents to be conueyed, as is aforeſaid, together with all ſuch other Manors, Lands, &c. as the ſaid G.S. ſhall and will in his life time aſſure and conuey vnto the ſaid E.T. of an eſtate of inheritance, are now or at the time of the ſaid fine or fines, and aſſurance or aſſurances, to be knowledged & made, ſhall be then of the cleere yearely value of .M. pounds, ouer and aboue all charges and reprizes. And that he the ſaid G.S. hath not heretofore done, nor hereafter ſhall doe any act or thing, whereby the ſaid manors, lands, tenements, and premiſſes, ſhall not, nor may not after the death of the ſaid G.S. and ſolemnization of the ſaid mariags, remaine and continue, to ſuch vſes, intents, and purpoſes, as in this Indenture are mentioned and expreſſed, according to the true meaning hereof. And the ſaid G.S. for the conſideration aforeſaid, doth further couenant, &c. that if a good and perfect aſſurance and conueyance of the ſaid mannors &c. and premiſſes before mentioned to be aſſured by the ſaid G.S. and E.T. bee not made, and ſufficiently perfected before the feaſt of &c. to bee aſſured by this Indenture, ſhall not be conueyed and made ſure, to ſuch vſes, intents, and purpoſes, as in this Indenture are mentioned and expreſſed, according to the true meaning.

meaning hereof, that then and from thencefoꝛth the ſaid G.S. and E. T. and their ſeuerall heires, and all and euery other perſon and perſons, and his and their heires that now be, and beforꝛe the ſaid feaſt of &c. ſhall ſtand oꝛ be ſeiſed of the ſaid &c. oꝛ of any part thereof, by, from, oꝛ vnder the ſaid G.S. ſhall from and immediately after the ſaid feaſt of &c. ſtand and be ſeiſed of the ſaid &c. pꝛemiſſes beforꝛe mentioned, to be aſſured by the ſaid G.S. and E.T. and of euery part and parcell thereof, to thuſes, intents, and purpoſes, and vpon condition and conditions in this Indenture mentioned and expꝛeſſed, and to none other vſe, intent, oꝛ purpoſe. And furthermore, the ſaid G.S. doth couenant &c. that he the ſaid G. S. and E.T. and the heires of the ſaid G.S. ſhall and will &c. (as in Couenants of further aſſurance) vnto the ſaid F.W. and F.R. and T.B. and N.R. and to any of them, oꝛ their heires, oꝛ to the ſuruiuoꝛ oꝛ ſuruiuoꝛs of them, oꝛ their heires, oꝛ any other perſon oꝛ perſons that the ſaid C.D ſhall thereunto nominate oꝛ appoint, and his and their heires, to thuſes, intents, and purpoſes in this Indenture mentioned and expꝛeſſed, and acoꝛding to the true effect and meaning of theſe pꝛeſents: ſo that &c. And it is further agreed, by, and betweene the ſaid parties to this Indenture, foꝛ them and their heires, and euery of the ſaid parties doth ſeuerally couenant and conclude, to, and with the other, and their ſeuerall heires, that all and euery fine and fines, recouerie and recoueries, conueyance and aſſurance, hereafter to be made and executed of the ſayd &c. beforꝛe mentioned to be aſſured by the ſaid G. S. and E. T. oꝛ of any part oꝛ parcell thereof by the ſaid G.S. and E.T. oꝛ by the ſaid T.B. and N.R. oꝛ by any of them, oꝛ by any other perſon oꝛ perſons, by the appointment and nomination of the ſaid C.D. his heires &c. after the ſolemnization of the ſaid mariage ſhalbe, And the ſaid recouerers, and their heires, ſhall from and immediately after the execution and perfecting of the ſaid recouerie oꝛ recoueries of any other eſtate oꝛ eſtates, oꝛ conueyances thereof, from and after the ſolemnization of the ſaid mariage, ſtand, and be ſeiſed of the ſaid manoꝛ and pꝛemiſſes, and of euery part and parcell thereof, to the onely vſes, intents, and purpoſes, in this Indenture mentioned and expꝛeſſed, and to, and foꝛ none other vſe, intent, oꝛ purpoſe. And the ſaid C.D. in conſideration of the ſaid mariage, doth on his part couenant &c. that the ſaid C.D. vpon reaſonable requeſt, to him to be made by the ſaid G.S. and E.T. oꝛ either of them, at the coſts and charges in the law of the ſaid G.S. and E.T. oꝛ of the one of them, ſhall and will beforꝛe the feaſt of &c leuie a fine in due foꝛme of law to the ſaid T.B. and N.R. of all thoſe, &c. As in couenants to leuie fines, And it is fully couenanted &c. as in couenants limiting the uſes of fines. And that the laſt recited fine ſhall be and inure to the vſe of the ſaid T.B. and N.R. and of the heires of the

ſaid

ſaid T.B. and N.R. to the onely intent and purpoſe, that the ſaid T.B. and N.R. ſhall ſtand and be adiudged perfect tenants of the freehold of the ſaid &c. and premiſſes before mentioned, to bee aſſured, or conueyed by the ſaid C.D. and euery part and parcell thereof, vntill a perfect recouerie bee lawfully had & proſecuted of the ſaid laſt recited manors and premiſſes, againſt the ſaid T.B. and N.R. according to the courſe of the Common Law. And the ſaid C.D. doth further couenant &c. as in couenants for the knowledging of a *Recouerie*, vt ſupra. And it is fully concluded and agreed, by, and betweene &c. as before in the Couenant limiting the vſes vpon the recouerie &c. ſhall then and from thenceforth bee deemed, had, and taken, and inure, to the vſe and behoofe of the ſaid C.D. and his aſſignes, for, and during the terme and ſpace of fourеſcore yeares then next enſuing, if he the ſaid C.D. ſhall ſo long liue, And after the death of the ſaid C.D. and after the ſolemnization of the ſaid marriage, to thuſe of the ſaid E.T. and of the ſaid I.D. and of the heires of their two bodies lawfully begotten. And for default of ſuch iſſue, to the vſe of the ſaid I. and of her heires for euer. Prouided alwaies, and vpon condition following, that the ſaid C.D. ſhall not be compelled to trauaile from the place &c. And the ſaid C.D. doth further couenant &c. as in couenants for being ſeiſed, and quiet enioying, diſcharged &c. *Prouided alwaies*, and it is ſo concluded and agreed, by and betweene the ſaid parties to this Indenture, for them and their heires, that it ſhall and may bee lawfull to and for K.D. for the terme of her life, in conſideration of her dower, and in the name of her ioynture, to haue and enioy all thoſe lands, and tenements, in P. &c. And that alſo it may be lawfull for him the ſaid C.D. to conuey and aſſure to the vſe of the ſaid K. competent and ſufficient lodgings within the &c. for her ſelfe and her family, for terme of the life of the ſaid K. any thing in this Indenture to the contrarie notwithſtanding.

Prouided alſo, and it is &c. that it ſhall and may be lawfull to the ſaid C.D. to conuey and aſſure all his ſaid lands and hereditamnuts in N.M. and L. to K.D. the yonger daughter of the ſaid C.D. for, and during the life of the ſaid K. or otherwiſe to graunt any rent or annuall paiment, with clauſe of diſtreſſe in the ſaid lands &c. in N.M. and L. to the ſaid K. his daughter, for, and during her life: any thing before to the contrary notwithſtanding: And the ſaid C.D. doth further couenant &c. that if a good and perfect aſſurance and conueyance of the ſaid &c: manors, Lordſhips, lands, tenements, and premiſſes before mentioned, to be aſſured by the ſaid C.D. be not made and ſufficiently perfected before the feaſt of &c. whereby the ſaid &c. laſt mẽtioned ſhall not be conueyed and made ſure to ſuch vſes, intents, and purpoſes, as in this Indenture are mentioned and expreſſed, according to the true meaning hereof; that then, and from

thence

thencefoꝛth the ſaid C. D. his heires, and al and euery perſon and perſons, and his and their heires which now be. oꝛ befoꝛe the ſaid feaſt of &c. ſhall ſtand oꝛ be ſeiſed of the ſame manoꝛs &c. oꝛ in any part thereof, by, from, oꝛ vnder the ſaid C. D. ſhall from and immediately after the ſaid feaſt of &c. ſtand and be ſeiſed of the ſaid manoꝛs &c. befoꝛe mentioned, to be aſſured by the ſaid C. D. and of euery part therof, to the vſes, intents, and purpoſes, and vpon condition and conditions in this indenture mentioned and expꝛeſſed, and to none other vſe, intent, and purpoſe. And furthermore the ſaid C. D. couenanteth &c. As in couenants for further aſſurance &c. that he the ſaid C. D. and his heires &c. And it is fully agreed, by, and betweene the ſaid parties to this &c. limiting the ſaid fine and recouerie to the vſes of this Indenture &c. And the ſaid G. S. in conſideration of the ſaid mariage doth couenant &c. that the ſaid G. S. oꝛ his aſſignes ſhall well and truly content and pay, oꝛ cauſe to be contented and payed vnto the ſaid E. T. oꝛ his aſſignes, the annuall and yearely ſumme of 400. li. of lawfull Engliſh money, at the feaſt of &c. by euen poꝛtions yearely, foꝛ, and during the liues of the ſaid G. S. and E. T. together foꝛ the yearely maintenance of the ſaid E. and I. from the day of their marriage, vntill the death of the ſaid G. S. And the ſaid G. S. doth couenant &c. that if the ſaid annuall oꝛ yearely ſumme of 400. li. be not well and truly paied and anſwered vnto the ſaid E. T. his heires and aſſignes at the ſaid feaſts &c. oꝛ within tenne dayes nexꝛt after any of the ſaid feaſts at any time during the liues of the ſaid G. S. and E. T. and during the ſaid marriage: That then, and from thencefoꝛth, the ſaid recouerees and their heires ſhall ſtand and be ſeiſed of the ſaid manoꝛ of S. and of all other the pꝛemiſſes befoꝛe mentioned, to bee aſſured by the ſaid G. S. and E. T. and of euery part oꝛ parcell thereof. And the ſaid recouerie and recoueries ſhall be alſo deemed and taken to this intent and purpoſe: that is to ſay, that it ſhall and may be lawfull, foꝛ, and to the ſaid E. T. and his aſſignes, into the ſaid manoꝛ of S. and all other the pꝛemiſſes befoꝛe mentioned, to be aſſured by the ſaid G. S. and E. T. and euery part thereof, to enter and diſtraine &c. As in clauſes of diſtreſſe &c. from time to time during the life of the ſaid G. S. and E. T. And the ſaid G. S. doth further couenant &c. that if it ſhall foꝛtune the ſaid E. T. to die befoꝛe the ſaid I. D. and after the ſaid ſolemnization of the ſaid mariage, that then and from thencefoꝛth the ſaid I. ſhal haue yearely paied vnto her oꝛ her aſſignes at the church of S. the annuall rent of CC. li. of lawfull Engliſh money, foꝛ, and during the life of the ſaid I. D. at the feaſts of &c. by euen poꝛtions: the firſt payment thereof to begin at either of the ſaid feaſts, which ſhall nexꝛt enſue the day of the death of the ſaid E. T. *Prouided* alwaies, and vpon condition, and it is concluded and agreed, by, and betweene euery of the ſaid

parties

parties to this Indenture by these presents, for them and their heires, that if the said annuall or yearely rent of CC. pounds &c. limiting a distresse, and the vse of the premisses, vt supra. And for want of sufficient distresse, then to take and receiue the rents and profits of the said late manors &c. of S. aforesaid, as shall suffice and answere to paie the said yearely rent of CC. pounds, and the arrerages thereof to the said I. yearely during her naturall life. And the said C. D. on his part further couenanteth &c. that the said C. D. his executors or administrators, shal finde or prouide at his or their proper costs and charges in the house of the said C. D. for the said E. T. and I. D. and for eight seruants to attend vpon them, sufficient meate, drinke, and lodging, during the space of three yeares next ensuing the said marriage, with sufficient horse meate during the said terme And where the said G. S. in further consideration of the said marriage, hath well and truly contended and paied vnto the said C. D. the summe of &c. Now the said C. D. doth couenant &c. that if it fortune the said I. to die without issue of her bodie lawfully begotten by the said E. T. that then he the said C. D. his &c. shall within three yeares next after the death of the said I. so dying without issue of her body, well and truly repay vnto the said G. S. his &c. the summe of &c. at, or in the &c. And the said C. D. doth couenant &c. that if the said C. D. his &c. or some of them, doe not repay the said summe of &c. at the place aforesaid, vnto the said G. S. his executors or assignes, within the said terme of three yeres, next after the death of the said I. dying without issue of her body lawfully begotten by the said E. T. according to the true meaning of this Indenture: that then and from thencefoorth the said recouerers and their heires, shall stand and bee seised of the said manors, and other the premisses before mentioned, to be assured by the said C. D. and of euery part and parcell thereof, to this intent and purpose following: that is to say, that it shall and may be lawfully, for, and to the said G. S. his &c. to enter into the said manors &c. before mentioned, to be assured by the said C. D. and into any or euery part thereof, and to take and receiue the rents, issues, reuenues and profits thereof, comming and arising to the proper vse of the said G. S. his executors, administrators, or assignes, vntill he or they bee fully satisfied and payed, the summe of &c. of the same rents and profits of the same lands and premisses last mentioned.

And lastly the said G. S. on his part doth couenant &c. that he the said G. S. or his assignes, shall within one yeare next after the solemnization of the said marriage, prouide and set foorth such a conuenient house at T. &c. for the said E. T. and I. D. with their Children and familie to dwell in, during the life of the said G. S. as he the said G. S. shall thinke to bee meete and conuenient for their estate and degree.

In

In witnesse whereof to the first part of this Indenture tripartite, remaining with the said G.S. and E.T. the said T.D. and I.D. F.W. R.F. T.B. and N.R. haue put their hands and seales, And to the second part thereof remaining with the said T.D. and I.D. the said G.S. and E.T. haue put to their hands and seales, and to the third part of the same Indenture remaining with the said F.W. F.R. T.B. and N.R. the said G.S and E.T. T.D. and I.D. haue put to their hands and seales the day and yeare first aboue written.

Couenants to pay conditionally.

Sect. 89. PRouided alwaeis, and it is fully concluded, condiscended, and agréed, by, and betwéene the said parties to this Indenture, for them and their heires, That if it shall fortune R.M. the yonger to die without issue male of his bodie lawfuly begotten, and to haue issue but one daughter liuing at the time of his death, that then the next issue male in remainder, that shall or ought to inherit the said manors, land and premisses, shall well and truly pay, or cause to be paid to that one daughter the summe of &c. at such time as the said daughter shall accomplish the age of &c. or be maried. And if it shall happen the said R.M. to die without issue male of his bodie lawfully begotten, or to haue issue no daughter but one liuing at the time of his death, That then such next issue male in remainder, that shall or ought to inherit the said manors, lands, and premisses, shall well and truly pay, or cause to be paied, to be eqnally diuided amongst such daughters, the summe of &c. of &c. at such time or times as the same daughters of the said R.M. shall accomplish the seuerall ages of &c. to be maried. And it is further agréed &c. and the said H.M. doth couenant &c. that the said T.S. and his said cofeoffées and their heires, from and after the death of the said H.M. and after the death of the said R. M. the younger, dying without issue males of his body lawfully begotten, shall stand and be seised of all and singular the said mannors and premisses, (the said lands and grounds appointed for the Ioinfure of the said F.M. excepted.) And after the death of the said F. and her ioynture lands excepted to the intent that if a daughter of the said R. M. the younger, be not well and truly satisfied and paied the summe of &c. And if there be no more daughters but one, then the said summe of &c. at such time and times, as such daughter or daughters shall accomplish the seuerall ages of &c. to be maried, that then and from thencefoorth it shall be lawfull for such daughter or daughters to enter into all the lands and premisses, other then the said lands &c. appointed for the ioynture of the said F. M. and to receiue and take the rents, issues, and profits thereof, to her or their owne vse, vntill such time as

as ſuch daughter of the ſaid R.M. be fully ſatisfied and paied the ſaid ſum of &c. And if there be more daughters then one, then vntil the ſaid daughters haue ſo had and receiued the ſaid ſumme of &c. of the rents, iſſues, and profits of the ſaid manors, lands, and premiſes.

Couenants to leade the vſe of a Fine, and to leuie the ſame.

THis Indenture ſerpartite made &c. Betweene R. B. &c. on the firſt party, And I. W. and T. W. his ſonne and heire apparant on the ſecond party, And T. L. of &c. on the third party, And W. F. on the fourth party, And T. S. of &c. on the fift partie, And T. W. of &c. on the ſirth partie, Witneſſeth, that for diuers ſufficient conſiderations it is mutually couenanted, concluded, and agreed, by and betweene all the ſaid parties that the ſaid R. B. I. W. T. W. T. L. W. F. and T. S. at their indifferent coſts and charges, before the 22. day of November next inſuing the date hereof, ſhall knowledge, and leuie a fine with Proclamations according to the Statute in that behalfe prouided after the common courſe of Fines in ſuch caſes vſed, vnto the ſaid T. W. of all ſuch coales and coale-mines in the common towne-field of G. aforeſaid, as ſomtimes were one I. G. of S. in the ſaid Countie Eſq. deceaſed, Of all meſuages, lands, tenements, medowes, paſtures, woods, vnderwoods, commons, rents, reuerſions, and hereditaments, with the appurtenances of the ſaid T L. ſituate, lying, and being in G. and now in the tenure or occupation of R. A. or of his aſſignes, And of all meſuages, cottages, lands, tenements, medowes, paſtures, woods, vnderwoods, commons, rents, reuerſions, and hereditaments with the appurtenances, ſcituate, lying, and being in G. aforeſaid, in the tenure or occupation of N. C. or of his aſſignes, which the ſaid T. S. lately purchaſed of the ſaid R. B. And of all thoſe cloſes, lands, tenements, medowes, paſtures, and hereditaments with the appurtenances called Copleys, containing by eſtimation 30. acres of ground, ſcituate, lying, and being in B, in the ſaid Countie of Y. now in the tenure and occupation of the ſaid W. F. or his aſſignes, and which the ſaid W. F. lately purchaſed of the ſaid R. B. And of all thoſe cloſes, lands, tenements, medowes, paſtures, and hereditaments with the appurtenances of the ſaid T. L. called &c. containing &c. ſcituate &c. which the ſaid T. I. and the ſaid W. F. now haue of the grant and demiſe of the ſaid T. L. And alſo it is fully couenanted, concluded, and agreed, by and betweene all the ſaid parties to thoſe preſents, that the ſaid fine ſo to be leuied, ſhall be and inure. And the ſaid B. W. the conuſee in the ſaid fine to be named, and his heires at the verie time of leuying and knowledging of the ſame fine, Sect. 90.

fine, and euer afterwards shall stand and be seised by vertue and force of the said fine, of, and in all the said messuages &c. with the appurtenances to the seuerall vses, purposes, and intents, hereafter in these presents contained, expressed, limited, appointed, and declared, and to, or for none other vse, intent, or purpose, that is to say, of, and in all, and all manner of coales and coales mines to be found, in, or vpon the arrable land, parcell of the premisses lying in the common towne-fields of G. aforesaid, with free and absolute power, interest, and libertie, to search, dig, load, and carrie away the said coales, at all and euery reasonable time and times hereafter, not spoiling or destroying any corne which hereafter shall happen to be or grow, in, or vpon the said arrable land, or in, or vpon any part thereof, to the onely proper vse & behoofe of the said R. B. his heires and assignes for euer. And of, and in all the said messuages &c. of the said T. L. scituate, lying and being in G. aforesaid, in the tenure or occupation as is aforesaid, of the said R. A. or of his assignes. And of and in all the said closes, lands, tenements, medows, pastures, and hereditaments of the said T. L. called &c. containing &c. scituate &c. which the said W. F. and T. I. now haue, as is aforesaid, of the demise of the said T. L. (such libertie, title and interest in the premisses in G. aforesaid as before in these presents is limited, to the vse of the said R. B. his heires and assignes only excepted) to the onely proper vse and behoofe of the said T. L. and of the heires of his body lawfully begotten, and to be begotten: And for default of such issue, to the onely proper vse and behoofe of the right heirs of the said T. L for euer. And of, and in all the said messuages, &c. with the appurtenances scituate &c. in the tenure or occupation of N. T. or of his assignes, which the said T. S. (as aboue said) purchased of the said R. B. such libertie, title, and interest therein, as before in these presents is limited to the vse of the said R. B. his heires and assignes onely excepted, to the onely proper vse and behoofe of the said T. S. his heires and assignes for euer. And of and in all the said closes, lands, &c. with the appurtenances, called &c. containing &c. scituate &c. now in the tenure and occupation of the said W. F. or of his assignes, and which the said W. F. (as aboue said) purchased of the said R. B. to the onely proper vse and behoofe of the said W. F. his heirs &c. for euer, and to, or for none other vse, intent, &c. And that the said fine and fines, and all other conueiances and assurances before remembred, shall onely extend to the premisses before expressed and remembred in these present Indentures, and to none other lands, tenements, or hereditaments, of the said G. H. in the townes aforesaid. In witnesse whereof to the first part &c.

Couenants to leuie a Fine, and make other conueiances to the intent to continue the lands in his Surname.

THis Indenture made &c. Betweene D. N. of W. of the one partie, and R. W. R. N. and H. N. on the other partie. Witneſſeth that as well for the reuiuing and continuance of an ancient intaile to the heires males of the ſaid D. and his anceſtors, of, and in all thoſe manors, &c. whereof the ſaid W. N. father of the ſaid D. died ſeiſed, lying and being in the Countie of D. as alſo for, and in conſideration of the continuance of the ſame premiſſes in the Surname of the ſaid N. and for the better continuance of the ſame houſe of N. in his name and blood, and for diuers other good cauſes and conſiderations him the ſaid D. ſpecially moouing, he the ſaid D. N. doth by theſe preſents couenant with the ſaid R. R. and H. and euery of them, in this preſent Terme of Saint Michaell, and in the firſt yeare of the Raigne &c. that he the ſaid D. ſhal acknowledge by fine, in due forme of Law to be leuied before the Quenes Maieſties Juſtices of the common Place at Weſtminſter, of all and euery the manor &c. of the ſame D. in the ſaid county of D. by the name of the manor of &c. with the appurtenances, in, and whereby &c. And alſo that he the ſaid D. ſhall and will on this ſide the feaſt of &c. nert comming after the date hereof, by his ſufficient deede in law, infeoffe the ſaid R. R. and H. of and in all thoſe his manors &c. lying and being &c. To haue and to hold, all the ſame lands, tenements, and hereditaments compriſed in the ſaid deed of feoffement, to the ſaid R. R. and H. and to their heires, to the only vſe and behoofe of ſuch perſons and their heires, and in ſuch manner and forme, as in theſe preſents ſhall be hereafter recited and expreſſed, which ſaid aſſurance and conueyances of the premiſſes ſo had and made, and in due forme of law executed, ſhall be to the ſeuerall vſes hereafter in theſe preſents mentioned. And alſo it is couenanted, concluded and agreed, by and betweene the ſaid parties to theſe preſents for themſelues, And the ſaid R. R. and H. doe couenant &c. That the ſaid aſſurance and conueyances of the ſaid premiſſes ſhall be &c. And alſo that the ſaid R. R. and H. and their heires, from and after the ſame fine knowledged, and after the ſame feoffement executed, ſhall ſtand and be ſeiſed, of, and in all thoſe ſaid manors &c. ſeuerally contained, ſpecified, and mentioned in the fine and feoffement, to the vſes, intents, effect, and meaning hereafter in and by theſe preſents mentioned and expreſſed, and to none other vſe, effect, meaning or purpoſe: that is to ſay, To the vſe of the ſaid D. N. one of the parties to this Indenture for terme of fortie yeares if he ſo long doe liue, without impeachment of waſt. And after his death, to the vſe of the heires

Sect. 91.

males of his body lawfully begotten. And for default of such issue, to the vse of G. M. brother of the said D. for the terme of &c. (if he so long doe liue.) And after his death, to the vse of his heires males of his bodie lawfully begotten. And for default such issue male of the body of the said G. M. lawfully begotten, then that he the said R. R. and Y. and their heires shall stand and be seised of, and in all the premisses, mentioned and contained in the said fine and deed of feoffement, to the vse of Y. M. and of the heirs males of his body lawfully begotten. And for default &c. except &c. Prouided alwaies, and it is neuertheless condescended and lawfully agréed &c. for them and their heires, and the heires of euery of them, that if the said G. M. after the death of the said D. without heire male of his body &c. make or cause to be made to any the wife of the said D. one estate for terme of life of such wife for her ioynture, of, or in any part or parcell of the premisses, mounting to the yearely value of 20. li. and not aboue, and not being the manors and demesnes of &c. nor parcell thereof. Or if the said G. after the death of the said D. without issue male of his body, doe make or declare a Will or Testament in writing, of lands and tenements parcell of the premisses, or of a yearely profit to be receiued or taken out of the same, to the yearely value of 20. li. and not aboue, ouer and aboue all charges and reprises, vntill such time as each and euery of the said daughters of the said G. ouerliuing the said D. the same D. dying without issue male, as is afore said, shall be satisfied of one hundred marks, for and towards their mariages, as by the same Testament shall be limited and appointed: that then as now, and now as then, the said R. R. and Y. and their heires, and the heires of the suruiuor of them shall stand and be seised of such the premisses to the said seuerall vses, and so shall be meant, limited, assigned, or appointed, and to none other vse, intent or purpose, for what time or times so limited, assigned, meant, or appointed. Prouided furthermore, and it is further agréed betweene the said parties, that if any of the said persons, other than the said D. to whom this reuersion before mentioned, shall chance to come to remaine, doe refuse to be bound to I. T. and I. D. or to either of them, or their heires, in the summe of C C. li. of lawfull &c. by recognisance or by statute, with condition thereunto endorsed, That if he or any of them or their heires doe not alien in any wise the premisses, or any part or parcell thereof, contrary to the true intent and meaning of this present Indenture, but suffer the same, and euery part and parcell thereof to descend, come and remaine, according to the true meaning of this Indenture, That then the same recognisance and statute to be void and of none effect, that then as now, and now as then, vpon such refusall, the said R. R. and Y. their heires, and his heires, and euery of them, shall alwaies from thencefoorth stand and be

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ſeiſed of all and ſingular the premiſſes, after the death of ſuch as before is ſpoken of without iſſue male, to the only vſe of him that is nert in the nert remainder vnto him that ſhall or doth make ſuch refuſall, and of the ſaid heires of his body lawfully begotten, with like remainders euer, and with like conditions and prouiſoes to him and euery of them, other than the party ſo refuſing, according as is before expreſſed: any thing in this preſent Indenture to the contrary in any wiſe notwithſtanding. Prouided furthermore, and it is ſo agreed &c. that if the ſaid D. M. partie to theſe preſents, G. M. or any other the perſons before rehearſed, to whom the remainder or remainders of the premiſſes before in theſe preſents limited in vſe, or any of the heires males, or heires of the bodie or bodies of any of the perſons before limited and lawfully begotten, being inheritable to any eſtate in poſſeſſion or reuerſion in the premiſſes, by force of theſe preſents, ſhall doe, at any time or times hereafter, practiſe, purpoſe, or goe about by fine or fines, feoffement with warrantie, or any other act in deed, or in Law, to loſe, alter, change, diſcontinue, or bar any of the ſaid eſtates in the premiſſes, or in any part or parcell thereof, to permit or ſuffer any recouerie to be had againſt them, or any of them as tenants in deed or in law of the premiſſes, or of any part or parcell thereof, Or by voucher in any action or ſuit, whereby any of the eſtates before limited, ſhall or may be in any wiſe loſt, recked, altered, changed, or barred, and not haue their full continuance, according to the limitation, intent, and true meaning before expreſſed, as wel to them, and euery of them, and to the heires males, or heires of their bodies, as to all other before expreſſed in remainder, and to their heires males, or the heires of their bodies lawfully begotten, according as is before expreſſed, otherwiſe or in any other forme then is before in theſe preſents expreſſed and prounded: That then as well the perſon or perſons, his and their heires ſo purpoſing, practiſing, or going about any of the ſaid deuiſes, or procuring, or ſuffering the ſame, or conſenting thereunto, as alſo all other perſons and their heires then ſeiſed, of, and in the premiſſes, and euery parcell thereof, ſhall thereupon ſtand, remaine, and be ſeiſed, of, and in al and ſingular the ſame manors, lands, tenements and hereditaments, to be loſt, recouered, knowledged, altered, diſcontinued, charged, or barred, to the onely vſe and behoſe of the nert perſon, being by theſe preſents and meaning herof inheritable to the premiſſes, by force of this preſent gift, by diſcent or reuerſiõ after the deceaſe of the ſame perſon or perſons, which ſo ſhal purpoſe, practiſe, or goe about, as before mentioned, and of the heires males of the ſame nert perſon lawfully begotten, in ſuch ſort and forme as is before expreſſed. Vide Cok. 1. fol: 84. 6. fol. 40.

And that this preſent condition, as touching alienation, or other the practiſes and deuiſes aforeſaid, ſhall ſtand, remaine, and bee in like force

also against the same person or persons, which so shall haue or take the benefit of the same condition, and against the heires males, and heires of his bodie lawfully begotten, And so from heire to heire, & from reuersion, to reuersiõ & their heires, so long as the present gift shal or may haue any continuance. And the said D. N. for him, his heires, and administrators and the said R. R. and H. and their heires, doe couenant and grant, to and with either and euery of them, their heires, and assignes, that all and singular acts and things, assurances and conueyances hereof to be done or suffered whatsoeuer of the premisses, or any part or parcell thereof. And all and euery other person or persons now seised, or hereafter to be seised of any estate or estates of inheritance whatsoeuer, shall stand and be adiudged to be seised to the onely vse, intent, and true meaning of this present Indenture, and to none other vse, intent, and purpose. In witnesse.

Couenants limiting the vse of a single fine, leuied by the husband and wife.

Sect. 92. THis Indenture &c. Witnesseth, &c. Whereas the said T. H. and B. stand seised in their demesne as of fee, in the right of the said B in all that the manor of L. &c. and in three messuages &c. in the countie of S. and the said W. T. and E. so being thereof seised, the said B. for good causes minding to aduance with her said lands, her husband, and the issue of his bodie, for want of issue of her owne bodie lawfully issuing: Now it is therefore couenanted &c. betweene the said parties to this Indenture, and euery of them. And first the said W. E. and B. for themselues, and euery of them, and for the executors and administrators of them, and either of them, doe couenant, promise, and grant, to and with the said T. R. and I. F. and either of them, and to, and with their heires, executors, and administrators of them, and either of them by these presents, that the said W. T. and B. his wife, on this side and before the feast of &c. at his or their owne proper costs and charges in the law, shall permit and suffer the said R. T. and I. F. in their owne names, to persue two seuerall originall writs of Couenant against the said W. T. and B. his wife, seuerally to bee directed to the Sherifes of N. and L. and by the same seuerall writs it shall be demanded, that the said W. T. and B. shall hold couenant with the said T. R. and I. F. betweene them made, of all and singular the Manors &c. by the name of &c. or by any other name or names whatsoeuer.

And of all and singular the lands &c. of the said W. T. and B. or of either of them in the said Countie of L. by the Name of &c.

or

or by any other name or names whatſoeuer, the ſame writs to be returnable, or returned before the Quæenes Maieſties Iuſtices of her Common Pleas at Weſtminſter, according to the courſe of the Common Law, in ſuch caſes vſed, and thereupon the ſaid W. T. and B. ſhall knowledge by ij. ſeuerall records and fines, the ſaid manors &c. to be the right of the ſaid T &c. And further it is couenanted &c. that the ſame two ſeuerall fines ſo to be leuied, ingroſſed, and executed in due forme of law ſhall be and inure &c. And that the ſame T. R. and I. F. and their heires, from and after the leuying of the ſame fines, ſhall be ſeiſed of all the ſaid manors &c. in the ſaid two ſeuerall fines ſo to be mentioned, and of, and in euery parcel thereof to ſuch vſes and intents, as hereafter in theſe preſents are ſpecified and declared, and to none other vſe, intent, or purpoſe: that is to ſay, to the vſe of the ſaid W. T. and B, &c.

A Couenant that vpon agreements to ſell an eſtate, ſhall ceaſe.

PRouided alſo, that if after ſuch repayment of the ſaid ſumme of &c. to be made to the ſaid F. R. or vnto his executors or aſſignes, at the time and place before expreſſed, it ſhall fortune the ſaid D. his executors or aſſignes, to make any voluntary promiſe, concluſion, or agreement, for, or concerning the ſelling, graunting or alienation of the ſaid moitie of the ſaid Rectorie and premiſſes, or of any part or parcell thereof, or of any profits or commodities belonging to the ſaid parſonage, either touching the whole eſtate therein, or touching any part thereof, that then preſently vpon ſuch promiſe, concluſion, or agreement, the ſtate and intereſt of the ſaid D. his executors and aſſignes, in, and to al the whole moitie of the ſaid Rectorie ſhall haue no further being, but ſhall bee deemed, eſteemed, and adiudged in the ſaid F. his executors & adminiſtrators, as though no ſuch repayment of the ſaid money had bin made, & preſently vpon ſuch promiſe concluſion or agreement, it ſhall and may be lawfull to the ſaid F. R. his executors, adminiſtrators and aſſignes, to enter into the ſaid moitie of the ſaid Rectorie and premiſſes, and the ſame to haue and inioy to his owne vſe, without any let or interruption of the ſaid D. or of any other claiming any thing therein, by, from, or vnder him. Sect. 93.

Couenants to leuie a fine vpon grant and render.

THis Indenture made &c. Betweene G. T. and A. his wife, and D. B. and I. his wife of the one party, and G. E. of the other party, Witneſſeth, that it is condiſcended and agreed betwixt the ſaid parties, that the ſaid G. T. and A. his wife, D. B. and I. his wife, before the end of Tri- Sect. 94.

nitie terme next ensuing the date hereof, shall leuie a fine &c. And for the knowledge, release, quit-claim, fine, warrant and concord, the said G.E. shall by the said fine grant to the said T. and A. his wife, the said tenements with the appurtenances, & the same by the said fine shall also render in the same Court to the said G.T. and A. his wife. To haue and to hold, to the same G.T. for terme of &c. And after the same terme ended, the said tenements shall remaine to the said D.B. and I. his wife, and to the heires of the same D. for euer: Which fine so to be leuied, as is aforesaid, and all and euery other fine so to be leuied by the said G.T &c. to the said G.C. and his heires of the same lands in F. by the name or names aforesaid, or by any other name or names with render or without render, or otherwise, before the end of the said next terme, &c. next ensuing the date hereof, shall be to the onely vse and behoofe hereafter expressed, and to none other vse and behoofe: that is to say, to the vse of the said G.T. and A. his wife, for and during the said terme of one month next insuing the leuying and ingrossing of the said fine. And after the end and terme of the said month, then to the vse of the said D.B. and I. his wife, & the heires of the said D.B. for euer. In witnesse whereof &c.

Couenants to leuie a fine.

Sect. 95. THis Indenture tripartite made &c. betweene E.S. and E. his wife on the first partie, and A.F. on the second part, and I.P. and T.H. on the third party, Witnesseth, that the said parties are condiscended, concluded, and agreed in manner and forme following. And the said E.S. and E. for them and their heires doe couenant &c. that the said E.S. and E. his wife, shall before the feast of &c. at the equall costs and charges in the law of the said E.S. and E.F. their heires and assignes, leuie a fine before the Queenes Maiesties Iustices of her common place at Westminster, of the manour of C. and of &c. And that the fine so to be leuied, shall be to the onely vse and behoofe of the said I. and T. their heires and assignes for euer. And the said I. and T. and euery of them, for them, their heires and executors, do couenant and grant, to and with the said A. his heires, executors, and assignes, and to and with the said E. his heires, executors, and assignes, that they the said I. and T. shall before the first day of February next ensuing the date of these presents, demise, graunt, & to farme let by their sufficient deed indented, in due forme of Law to be made to the said A. the sayd manor with the appurtenances, except certaine parcels of the same, and certaine profits and other things thereunto belonging, in such maner and forme, as is after in these present Indentures expressed and contained in these words following: that is to say. This

Indenture

Indenture made the tenth day of &c. betweene I. and T. of the one party and A. F, on the other party, Witnesseth, that the said I. and T. as well in performance of the faithfull and speciall trust in them in that behalfe put by the said E. S. and E. his wife, as in fulfilling part of the couenants and grants and agreements, and of the intent in certaine Indentures tripartite, specified, had and made betweene the said E. S. and E. his wife on the first party, And the said A. F. of the second party, And the said I. Y. and T. Y. on the third partie, whose dates are the first day of December in the first yeare of the raign &c. Haue demised, graunted, and to farme letten, and by these presents do demise, grant, and to farme let vnto the said A. his executors & assignes, the manor of C. with the appurtenances in the countie of W. with all those our lands, &c. Except, foreprised, and reserued vnto the said I. T. and the heires and assignes of the said I. all those the Wils &c. To haue and to hold the said manor and other the premisses (except before excepted) vnto the said A. his executors and assignes from the feast &c. yeelding and paying &c. And the said I. and T. for them &c. couenant &c. That the said I. and T. or the suruiuor of them shall before the tenth day of the said Moneth of December &c. by their deede sufficient in the law or otherwise, as well infeoffe and assure the rest, of the said manor and other the premisses, as also shall grant or otherwise assure all such or so much of the premisses, as also shall be so demised or letten vnto the said A. F. as is aforesaid, with the rent reserued vpon the said lease to the said E. and E. to haue and to hold the said reuersion, commodities, and rents, and all the rest of the Premisses with the Appurtenances, vnto the said E. and E. and to the heires of their two bodies lawfully begotten. And for default of such issue to the right heires of the said E. for euer. In witnesse whereof &c.

Couenants to leuie a fine to vses.

THis Indenture made &c. betweene N. F. of the one party, and H. W. W. G. and R. F. of the other party, Witnesseth, that where the said N. as well for the aduancement of I. now his wife, as of diuers of the yonger sonnes and daughters by him begotten of the body of the said I. hath already assigned, and appointed to his said wife and children, certaine portions of his mesuage, lands and tenements, parcell of his inheritance for such estate and enterest, and in like manner and forme, as hereafter in these present Indentures shal be particularly mentioned and expressed the same to be assured and conueyed to euery of them, after due order and forme of Law, so that they may haue and inioy the same quietly, according to his mind and pleasure, without let or disturbance of him, or of his heirs

or assignes in time to come, which said assurance is thought by counsell learned expedient to be made by fine to be of the said lands leuied: therefore the said N. F. for the sure making of the Conueyance aforesaid, couenanteth and granteth, for him, his heyres and executors, to and with the said H. W. W. G. & R. F. their executors and assignes, by these presents that he the said N. or his heyres, on this side, and before the feast of Pentecost next ensuing after the date hereof, shall knowledge and leuie to the said H. W. W. G. and R. F. and to the heires of the said H. one fine &c. And the said H. W. W. G. and R. F. for them, their heires and executors, couenant &c. that they the said H. W. W. G. and R. F. & their heires immediately from and after the leuying and ingrossing of the said fine, to be leuied of the premisses in forme aforesaid, shall stand and be seised of, and in the said messuages in B. &c. except one close in A. called &c. to the vse of the said N. and J. now his wife, for the terme of their lines, and of the longer liuer of them, and after their decease to the vse of J. F. sonne of the said N. and of the heyres males of his body lawfully begotten. And for default of such issue to the vse of R. F. one other of the sonnes of the said N. and of the heyres males of his body lawfully begotten. And for default of such issue, to the vse of W. F. one other of the sonnes of the said N. and of the &c. And for default of such issue, to the right heyres of the said N. for euer. And also, that the said H. W. W. G. and R. F. and their heyres shall in like maner stand and be seised of all those messuages, lands, tenements, &c. in A. aforesaid, &c. to the vse of the said J. F. one of the sonnes of the said N. and of the heyres males of the body of the said J. F. lawfully begotten, and for default of such, &c. And that the said H. W. W. G. and R. F. and their heyres, shall in manner immediatly after the leauying and ingrossing of the same fine, stand and be seised of and in all the residue of the said messuage &c. to the vse of the said R. F. &c. and for default, &c. And it is fully condiscended and agreed betweene the said parties, that after the ingrossing of the same fine, the said N. F. and the said J. his wife, J. R. and W. sonnes of the said N. and C. and B. his daughters, and euery of them, shall from and after the ingrossing of the said fine, peaceably haue, hold, occupy and enioy the said messuages, lands, &c. to them and euery of them seuerally assigned without any let interruption, or impediment of the said H. W. and R. F. or any of them or of any person or persons claiming by them, in their right, or by their procurement, according to the true intent, purpose, and declaration of the seuerall vses afore mentioned. In witnesse &c.

Couenants to levie a Fine to vses, and that the Cognisee shall graunt the lands in Taile &c.

THis Indenture made &c. Betweene W.H. of the first party and H. H. of the second party, and E.H. and T.B. of the the third party, Witnesseth, that it is condiscended, concluded and agréed betweene the parties aforesaid, in manner and forme following, that is to say: First the said W.H. and H.H. for themselues &c. do couenant &c. that they the said W. and H. before the feast &c. by fine to be leuied before our Soueraigne Ladie the Quéenes Maiesties Justices of the Common pleas at Westminster, shall knowledge the capitall or mansion house &c. by the name of &c. in B. and C. to be the right of the said E.H. &c. (expressing the Concord) Which fine so knowledged and ingrossed of the premisses, shall be to the vse of the said E.H. and T.B. and of their heires onely, and to, or for none other vse, intent, or purpose. And the said E. and T. for them &c. that they the said E. and T. and their heires and the heires of the survivor of them, within one Moneth following, after the knowledging and ingrossing of the said fine, as is aforesaid, by their déed indented, sufficient in the law, in due forme to be made, shall and will giue and graunt the said mesuage, and all and singular the premisses by the said fine to them to be assigned, as is aforesaid, to the said W.H. and to the heires males of his bodie lawfully begotten. To haue and to hold, the said capitall mesuage, and all other the premisses with their appurtenances to the said W.H. and to the heires males of his body lawfully begotten. Yeelding and paying therefore yerely to the said F. and T. or to the survivor of them, their heires or assignes, twentie shillings of &c. at the feasts of &c. by euen portions to be payed: (with a sufficient clause of distresse to bee contained within the said deed for the payment thereof, at the daies and times aforesaid, with a prouision therein to be contained,) That if it shall happen the said W.H. or the heires males of his body lawfully begotten, to suffer any Recouerie against him or them of the said capitall mesuage, or other the premisses, or any the part or parcell thereof, or by any other ways or meanes, shall make any alienation or discontinuance of the same premisses, or any part or parcell thereof, and after shall happen to die without issue male of his body lawfully begotten: That then, that is to say, immediatly after the decease of the said W.H. and of the heires male of his body lawfully begotten, and after the said estate tayle made as is afore said by the said déed indented, spent, executed, and determined, & not before that it shall be lawfull, to, and for the said E.H. and T.R. to rénter into the said capitall &c. And also the said E.H. and T.R. for them &c. that

their

then the said E. and T. their heires and assignes, within foure dayes next after the making of the said deed indented, and of the execution of the said estate of the said capitall mesuages, and all other the premisses, to the said W. and to the heires males, as is aforesaid: And by one other deed sufficient in the Law, reciting the graunt by them made to the said W. M. and the heires males of his body lawfully begotten, as is aforesaid, shall giue and graunt the reuersion of the same capitall mesuage, and all other the premisses with the yearely rent aforesaid, to the said H. M. To haue and to hold the said reuersion of the said capitall mesuages, and all other the premisses, to the said H. M. his heires and assignes for euer. And the said W. M. couenanteth &c. that hee the said W. in good order of Law, shall attourne tenant vnto the said H. M. of the premisses, & shall pay vnto him, his heires and assignes, the said yearely rent to be reserued by the said deed indented, and to be graunted vnto the said H. M. his heires & assigns as is aforesaid. And also shall permit and suffer the said H. M. his heires and assignes, Lords of the residue of M. and B. aforesaid, yearely at two seuerall times in the yeare: that is to say, &c. vpon reasonable warning to them giuen for the said day to keepe his Court of the said Manor vpon any part of the premisses, without let or &c. of the said W. M. &c. or by any other person or persons by his assent &c. And further, the said E. M. and T. B. for them &c. that the said capitall mesuages, and other the premisses, at the time of the making of the said estate thereof to the said W. M. & to the heires males of his body lawfully begotten aforesaid, shall be clearely exonerated &c. For which gift and graunt of the capitall mesuages, and other the premisses, to be made and conueyed to the said W. M. and the heires males of his body lawfully begotten, in form aforesayd, the said W. hath truly contented and payed to him the sayd H. at the insealing hereof twentie pounds of good &c. of which twentie pounds the said H. M. knowledgeth himselfe &c. In witnesse whereof &c.

A Conueiance to vses of an estate Taile not to be discontinued.

THis Indenture made &c. Betweene I. D. of the one party, and H. W. T. W. W. F. and T. K. of the other party, Witnesseth, that it is couenanted, condiscended and agreed by and betweene the said parties in maner and forme following, that is to say, whereas the said I. D. the day of the date hereof hath but one onely child M. D. his sonne and heire apparant, and is fully resolued and determined how and in what manner his Lordships, Manors, Lands, tenements, and hereditaments, shall by the grace of God, continue, remaine, and be as well in the life time of the said

ſaid I. and the ſaid M. his ſonne, as after their deaths, and being withall greatly deſirous to continue and ſtay all and ſingular his ſaid Lordſhips Mannors, Lands, and Hereditaments in his ſirname, and to reſtraine as farre forth as he lawfully may, the graunting, ſelling or giuing away of the ſaid lands and inheritance, doth aswell for the conſideration aforeſaid, as alſo for the naturall and brotherly loue which the ſaid I. beareth to G. D. his Brother, and for the heartie affection that he hath toward H. D. his kinſman, and other hereafter named in this Indenture, couenaunt and graunt for him and his heires to, and with the ſaid S. W. T. W. W. F. and T. R. their heires and aſſignes, that he the ſaid I. D. and his heires, and all and euery other perſon and perſons, & their heires that now ſtand or be ſeiſed of, or in all and ſingular thoſe his Lordſhips and Manors, &c. Or that hereafter ſhall be ſeiſed of the ſaid Lordſhips, Manors, and Premiſſes or of any part thereof, ſhall ſtand and be ſeiſed thereof, and of euery part thereof to ſuch vſes, intents and purpoſes, and vpon ſuch conditions and limitations of vſes as in theſe preſents ſhall be expreſſed and declared, and to none other vſe, intent and purpoſe, And that all eſtates hereafter to bee made or ſuffered of the ſaid Lordſhips, Manors, and Premiſſes, or any part thereof betweene the ſaid parties, or to other perſons at the nomination or by the conſent of any of the ſaid parties, ſhall be deemed, adiudged, & taken to be and inure, to the vſes, intents and vpon ſuch conditions as hereafter in theſe preſents are expreſſed. That is to ſay, to the onely vſe of the ſayd I. D. for and during the terme of his naturall life, without impeachment of waſt, and after his death, then to the vſe of the ſaid M. D. for and during the terme of his naturall life, And after his death, then to the vſe of the firſt begotten ſonne of the bodie of the ſaid M. D. lawfully to be begotten, and of the heires males of the bodie of the ſaid firſt begotten ſonne lawfully iſſuing. And for default of ſuch iſſue male, then to the vſe of the ſecond ſonne &c. and to the vſe of other ſonnes of the ſaid M. D. lawfully begotten &c. And for default of ſuch iſſue male, then to the vſe of the next heires males of the bodie of the ſaid I. D. hereafter lawfully to bee begotten. And for default of ſuch iſſue male then to the vſe of the ſaid G. D. and of the heires males of his bodie lawfully begotten. And for default of ſuch iſſue males, then to the vſe of the ſaid H. D. and of the heires males of his body lawfully begotten. And for default of ſuch iſſue male, then to the vſe of &c. naming as many in like manner as ſhall bee agreed. Prouided alwaies, and neuertheleſſe it is couenanted, condiſcended, and agréed by and betweene the ſaid parties to theſe preſent indentures, that if the ſaid M. D. or any iſſue male of the ſaid M. or the iſſues males of any their bodies lawfully begotten, or any other perſon or perſons which hereafter ſhall haue any eſtate, intereſt, or

title,

title, in or the said premisses, or in or to any part thereof by reason or vertue of these present indentures, or of any thing therein contained, other than the said I. doe hereafter alien, bargaine or sell the premisses, or any part thereof, or doe make or procure to bee made any feoffement, leuie any fine, suffer any recouerie or put in vse, or go about by any ouert waies or meanes to put in vse or practise any other act or actes, assurance or assurances, for the destruction, determination, discontinuance, or alteration of the said estates or intailes, vse or vses aforesaid, or to barre the said intailes or any of them, or to alter or change any of the said estates, or any vse or vses aforesaid, whereby the said premisses or any part thereof, or the vse, or vses, or estates made or to be made of the same as is aforesaid, shall be alienes, discontinued, altered, chaunged, or transferred from the said persons before named, to whom the premisses are limited to bee assured by these presents, in any other manner or sort, than they are limited and appointed be these presents, contrarie to the true intent and meaning of the same, vnlesse it be for leases for one and twentie yeres, reseruing the accustomed rents, or more for the same, or for the ioynture of any of their wife or wiues for terme of life onely of such wife or wiues, not amounting aboue the yearely value of one hundred Marks, with like remaynder and limitation of vses after the death of such wife or wiues, as is aforesaid: That then and from thencefoorth the vse, interest, estate, and tayle limited in these presents to him or them, that so shall die without issue, or shall make any alienation, discontinuance, bargaine, or sale, or doe or put in vre any act or acts, deuise or deuises, or practise any matter or matters for the destruction or alteration of the vses or estates limited, intended or implied, as is aforesaid, or doe any act or acts, thing or things, as is aforesaid, contrarie to the true meanining of these presents, shall cease and be determined. And that then the vse, interest and possession of all and singular the premisses with the appurtenances so alienes, altered, changed, or attempted to be alienes, altered, or changed, as is aforesaid, shall immediately discend, remaine, reuert, and come to such persons to whom the same should then nert discend or remaine, according to the vse of the remainder and estate limitted, intended, or implyed by these presents with remainders ouer, as is aforesaid. Prouided alwaies, and neuertheless it is concluded and agreed, by and betweene the said parties to these Indentures, that it shall and may be lawfull, for, and to the said I. D. at any time during his life, by his writing or writings vnder his hand and seale, to demise and graunt the said Lordships, manors, and premisses or any part or parcell thereof, for terme of one and twentie yeeres, to be accompted from the making thereof at the most, whereupon the olde, ancient and accustomed yearely rent or more shall bee reserued, or by his

last

laſt will and teſtament in writing, to giue and bequeath annuities to his ſeruants for terme of life or liues of any ſuch ſeruant or ſeruants, iſſuing and going out of the ſaid premiſſes, or any part thereof. And alſo that it ſhall and may be lawfull, for and to the ſaid I. D. to grant and aſſure the ſaid Lordſhips and premiſſes, or any part thereof, not amounting aboue halfe of the ſayd Lordſhips and premiſſes to any ſuch woman or women wife or wiues, as the ſaid I. D. ſhall hereafter fortune to marrie, for terme of life or liues, onely of ſuch wife or wiues, for and in conſideration of her dower and ioynture. Prouided alwaies, and it is fully concluded meant, and agréed, by and betweéne the ſaid parties to theſe Indentures, and their heires, that if the ſaid I. D. at any time hereafter during his life, ſhall be minded vpon whatſoeuer cauſe or occaſion ſéeming méet or conuenient to him to adnull, make void, alter, or change the vſe, eſtate, vſes or eſtates, or any of them, limited, raiſed, intended, implyed, or made by theſe preſents, touching the whole Lordſhips, manors, lands, tenements and hereditaments, and other the premiſſes contained in theſe preſents, or elſe touching ſome part, or any part thereof onely, and thereupon by his writing vnder his ſeale, and in any of the Courts of Record of our Soueraigne Ladie the Quéenes Maieſtie, her heires or ſucceſſors to be inrolled, doe ſignifie or declare that his will and pleaſure is, that the vſes, intents, and eſtates, or any of them limited in theſe preſents, ſhall be void and of none effect touching the ſaid whole premiſſes, or touching ſome, or any part thereof: That then and from thenceforth all the vſes, behoſes, intents, and eſtates made, limited, and appointed, in, or by theſe preſents, ſhall be vtterly void and of none effect touching the ſaid whole premiſſes or ſuch part thereof, in which the ſaid I. D. ſhall ſo ſignifie and declare that his will and pleaſure is, that the vſes, behoſes, or eſtates aforeſaid, or any of them, ſhall be void and of none effect, and that then all and euery other perſon or perſons, that now ſtand or be ſeiſed, or that hereafter ſhall ſtand or be ſeiſed, of, and in the ſaid Lordſhips, manors, and premiſſes, or in any part, or parcell thereof, ſhall from thenceforth ſtand and be ſeiſed of all and ſingular the ſaid Lordſhips, manors, lands, tenements, and hereditaments, and of all other the premiſſes, in which the ſaid D. ſhall ſo ſignifie and declare, that his will and pleaſure is that the vſes, behoſes, or eſtates aforeſaid, or any of them, ſhall be void and of none effect: Or of ſuch part thereof in which the ſaid I. D. ſhall ſo ſignifie and declare, that the vſes, behoſes, or eſtates aforeſaid, or of any of them, ſhall be void and of none effect, to the vſe of the ſaid I. D. and of his heires and aſſignes for euer: any thing herein aforeſaid to the contrary hereof in any wiſe notwithſtanding. In witneſſe whereof &c.

Couenants limiting the vſes of Fines and Recoueries leuied, with a Couenant to reſtraine the libertie thereof.

Sect. 98.

THis Indenture made &c. Betweene I. I. &c. and S. G. and E. D. &c. Witneſſeth, that whereas the ſaid I. I. is ſeiſed &c. And where alſo the ſaid S. G. and E. D. haue purſued out of the Quænes Maieſties Court of Chauncerie, againſt the ſaid I. I. one writ of Entre ſur diſſeiſin en le poſt, bearing date or teſte the tenth day of &c. directed to the Sherife of the Countie of S. demanding thereby the ſaid manor, lands, tenements, &c. by the name of the manor of G. &c. the ſame writ being retournable before the Queenes Maieſties Juſtices of the Common Bench at Weſtminſter, in the vtas of Saint Michaell tharchangell nert comming, to the intent that the ſaid S. G and E. D. ſhall recouer the ſaid lands, and the premiſſes with the appurtenances, againſt the ſaid I. I. after the courſe of the common recoueries, vſed in ſuch caſes with voucher ouer to warrantie of one H. S. the common vouchée. And where alſo the ſaid S. G. and E. D. haue purſued out of the ſaid court of Chauncerie, one writ of Couenant againſt the ſaid I. I. bearing date or teſte the &c. directed &c. demanding thereby that he the ſaid I. I. ſhould hold couenant with the ſaid I. S. and E. of the ſaid two chambers &c. which the ſaid I. mother of the ſaid I. I. now holdeth in dower for terme of her life, by the name of one meſuage &c. (naming the lands certainly) with thappurtenances &c. the ſame writ being likewiſe returnable before the ſaid Quænes &c. in the vtas of S. Michael nert comming after the &c. to the intent that he the ſaid I. I. ſhall leuie one fine with proclamation, according to the common courſe of fines vſed in ſuch caſes of the ſaid meſuage and premiſſes with the appurtenances, vnto the ſaid S. G. and E. D. and to the heires of the ſaid S. with warrantie of the ſaid I. I. and his heires againſt all men: It is now couenanted, granted, condiſcended, and agréed by theſe preſents betweene the ſaid parties to theſe Indentures, that the ſaid recouerie ſo to be had, recouered, and executed by the ſaid S. G. and E. D. againſt the ſaid I. I. of the ſaid manors, meſuages, lands, tenements, and the premiſſes mentioned in the ſaid writ of Entre of deſſeiſin en le poſt, and the execution of the ſame ſhall be to the proper vſe and behoſe of the ſaid I. I. his heires and aſſignes for euer, and that the ſame fine ſo to be leuied by the ſaid I. I. of the ſaid lands, tenements, and premiſſes contained in the ſaid writ of couenant vnto the ſaid S. G. and E. D and to the heires of the ſaid S. ſhall be leuied, knowledged, recorded, had, and executed, to the proper and onely vſe and behoſe of the ſaid I. I. and his heirs for euer. And alſo it is fully agréed by all the ſaid parties to theſe preſent

presēt Indentures, that the said S. G. and E. D. and their heires, after the execution of the said recouerie, and the leuying of the said fine, shall stand and bee seised of the said manors, messuages, and of all other the premisses, to the only vse and behoofe of the said I. I. his heires and assignes for euer, and to none other vse or intents. *Prouided alwaies*, and it is further couenanted, granted and agreed, by and betwixt the said parties, to these presents, that neither the said fine so to be leuied, nor the said recouery to be suffered, in manner and forme aforesaid, shall not in any wise be adiudged, construed or taken, to deuest, transferre, giue, or assure from the said I. I. or his heires, any other lands, tenements, or hereditaments, then in the said recited deed indented of bargaine and sale bee contained, bargained, and sold, and expressed, and that the residue and ouerplus of the said lands and tenements, contained or specified in the said fine & recouery so to bee leuied, and not in this deed indented mentioned, meant to be conueyed to the said I. I. and to the heires of the said I. shall be to the only and proper vse or vses of the said I. I. and of his heires for euer, and not to any other vse or vses, intent or purpose. In witnesse &c.

Couenants limiting Vses in taile not to be discontinued.

THis Indenture tripartite made &c. Betweene H. H. on the first partie And Sir I. S. on the second partie, And I. C. on the third partie, Witnesseth, that where the said H. H. is lawfully seised of an estate of inheritance, of, and in diuers lands, tenements, and hereditaments with their appurtenances in M. H. and F. in the said Countie of L. and he so being thereof seised, and hauing no issue presently of his body lawfully begotten, calling to remembrance the vncertaintie of this present life, hath thought it expedient by the aduice of his deere friends, to set the same in such good order and stay, that after his death there shall arise no controuersie or suit for the premisses amongst his kinsfolks or friends. It is therefore betweene him the same H. H. and the other parties aboue remembred, by these presents fully couenanted &c. that is to say, The said H. H. couenanteth &c. that he the said H. H. before the feast of &c. shall permit and suffer the said I. S. to pursue out of the M. Maiesties Chancerie, within her hignesse Countie Palantine of L. one writ of Entre sur disseisin en le post, returnable at a certaine day before the M. Maiesties Iustices there. And by the same writ shall demand against the said H. H foure messuages &c. with thappurtenances in M. H. and F. in the countie of L. To which writ the said H. H. shall appeare in proper person, or by his Atturney sufficiently authorized for the same, and shall vouch to warrantie immediately vpon his appearance the common vouchée, as in such cases is vsed by the common voucher.

And

And that the same vouchee shall appeare in proper person vpon the same voucher, and shall thereupon imparle, and after make default, to the intent a perfect iudgement may be had for the demandants in the same and so ouer against the said common vouchée, according to the course of Common recoueries in such cases prouided. Vpon which said Recouerie so to be had and suffered, as is aforesaid, It is seuerally couenanted &c. that the said I. T. and his heires, by force of the said recouerie, and of the said iudgement and execution of the same, shall immediatly stand and be seised, of, and in the said mesuage &c. to the vses and intents hereafter expressed and declared in these presents, and to none other vse, intent, or purpose: that is to say, to the vse of the said Y. Y. &c. Prouided alwaies &c. that if the said T. or any of the sons or daughters, to whom the said mesuage &c. be by these presents limitted and intailed, in maner and forme aforesaid, doe at any time hereafter die without issue of their bodies lawfully begotten, or they, or any the issue of any of their bodies lawfully begotten, inheritable by force of the limitation aforesaid, and of these presents, effectually attempt, practise, purpose, and goe about to alien, bargaine, or sell the premisses, or any part or parcell thereof, or doe or make any deede, writing, or leuie any fine, or suffer any recouerie against them of the said Lands, Tenements, and Hereditaments, or of any parcel thereof, or by any fraud or couin, act or acts, thing or things whatsoeuer, for the destruction, barre, or determination of any of the intailes of the premisses aboue mentioned or any other to whom any remainder or vse is limited or appointed by these presents: That thē and from thencefoorth the vse, interest, or title limited by these presents to him or them that shall so die without issue, or shall bargaine, alien, or sell, or otherwise incumber the premisses, or any part thereof as is aforesaid, contrarie to the true meaning of these presents, shall determine, cease, and be clérely frustrated, in like manner and forme, as if hee or shee had died without Issue of his or their bodies, And that then the vse, interest and possession, of and in the premisses with the appurtenances, shalbe immediately from thencefoorth in him next in remainder, according to the same vse, remainder, interest, & estate, to him or her limited by these presents: any thing herein contained to the contrarie hereof in any wise notwithstanding &c.

Bills obligatory, and Obligations.

¶ *What Billes and Obligations be, and what is ſpecially to be conſidered therein.*

A Bill or Obligation (which be all one, ſauing that when it is in Engliſh, it is commonly called a Bill, and when it is in Latin an Obligation) is a deed, whereby the obligor doth knowledge himſelfe to owe vnto the obligee a certaine ſumme of money or other thing. In which beſides the parties names are to bee conſidered the ſumme or thing due, and the time, place, and manner of paiment, or deliuery thereof. Obligations be either by matter in deed or of Record. An Obligation by matter in deed is euery Obligation which is not knowledged and made in ſome court of Record, as in the examples next hereafter enſuing. Sect. 100.

A Bill obligatorie by one to one.

THis Bill witneſſeth, that I T. T. of D. in the countie of D. Eſq. doe owe vnto W. W. of B in the ſaid countie Gent: x. li. of lawfull Engliſh money, for the payment whereof, I bind me and mine heires. In witneſſe whereof, I haue hereunto put mine hand and ſeale the firſt day of Ianuary in the 32. yeare of the raigne of our ſoueraigne Lady El. by the grace of God, of England, France, and Ireland Qu. defendor of the faith &c. Sect. 101

Or ſhortly thus.

I A B. owe vnto D. B. x. li. of lawfull Engliſh money for the payment whereof I bind me and my heires. In witneſſe &c, I haue hereunto put my hand and ſeale the xx. day of &c.

Or thus indented, containing daies and place of paiment with a penaltie.

THis Bill indented made the xviij. day of N. in the xxij. yeare of the raigne of our ſoueraigne Lady Elizab. by the grace of God of Eng-

land, France, and Ireland Quéene, defendor of the faith &c. Betweene W. W. of R. in the countie of Yorke gent. on the one party, and T. T. of R. aforesaid yeoman on the other party witnesseth: that the said W. W. doth owe vnto the said T. T. x. li. of lawfull English money, to be paied to the said T. T. his executors or administrators, in the South porch of the parish Church of R. aforesaid, in manner and forme following: That is to say, vpon the first day of March nert ensuing the day of the date hereof v. li. thereof, and vpon the second day of Aug. then next following other v. li. thereof residue: For the which paiments well and truly to be made, in manner and forme aforesaid, he the said W. W. doth by these presents bind himselfe, his heires, executors, and administrators, and euery of them firmely by these presents in xx. li. of like lawfull English money to be forfeited and paied to the said T. T. his executors or administrators. In witnesse whereof the said parties haue hereunto interchangeably put their hands and seales the day and yeare first aboue written.

Or thus without a penaltie.

BEe it knowne vnto all men by these presents that I T. R. of D. in the county of S. yeoman, do owe vnto I. S. of the said towne and county gentleman, 100. li. of good and lawfull &c. to be paied to the said I. S. his heires, executors, or administrators, vpon the feast of Easter day nert cõming after the date hereof: For which paiment well and truly to be made, I bind me and mine heires firmely by these presents. In witnesse whereof I haue hereunto put my hand and seale. Dated the first day of January in the two and thirtieth yeare of our &c.

Or thus by two to two.

BEe it knowen &c. That wee W. and P. &c. owe, or are indebted to S. I. and C. R. Gentleman, in tenne Pounds of Lawfull English Money, to be payed to them, or either of them, or their Attourney, executors, or administrators, the first Day of May nert insuing after the date hereof, in the South porch of the Parish Church of R. in the Countie of Yorke: For the which payment well and truely to bee made, wee bind vs, and either of vs, our heires, executors, and administrators, and euery of vs ioyntly and seuerally for the whole, and in the whole by these presents. In witnesse whereof &c.

Or thus by three to three.

BE it knowne &c. That we A. B. C. D. and E. doe owe and are indebted vnto T. S. I. R. and L. M. in x. li. of lawfull &c. to be paied to the

said

ſaid T.S.I.K. and L.M. or any of them, or to their Atturneys, executors, or &c. or any of them, vpon the &c For the true payment whereof, we bind vs, and euery of vs ioyntly and ſeuerally by theſe preſents. In witneſſe, whereof &c.

A Bill for money lent.

BE it knowen vnto all men by theſe preſents, that A.B. &c. at and before the making hereof hath receiued and had by way of frée loane of C.D. &c. one hundred pounds of lawfull Engliſh money, which hundred pounds the ſaid A. B. by theſe preſents knowledgeth himſelfe to owe vnto the ſaid C. D. to bée paied to him, or his certaine Atturney, his Executors, or Adminiſtrators, vpō the 1. day of May nert inſuing the date of theſe preſents. And for the true paiment thereof, doth by theſe preſents, firmely bind him, his heires, executors, and Adminiſtrators, and euery of them. In witneſſe whereof &c.

A Bill for things lent.

BE it knowen &c. That A.B. &c. the day of the making herof hath receiued and had by way of frank and friendly loane of C. D. one Bible containing the old and new Teſtament in the Greeke Tongue, bound in paſte and in blacke leather, to be vſed by him till &c. during which time the ſaid A.B. doth by theſe preſents for him, his Executors, and Adminiſtrators, and euery of them couenant, promiſe, and agrée, to and with the ſaid C.D. his &c. well and ſafely to kéepe the ſaid Booke, and it to reſtore and redeliuer to the ſaid C.D. or his certaine Atturney, his executors, or Adminiſtrators, in ſo good plight as the ſame now is, Or then to pay to the ſaid C.D. for the ſame Booke xl.s. of &c. For the performing of which couenant and agrémēt, the ſaid A.B. doth by theſe preſents bind himſelf his executors, and adminiſtrators, and euery of them in xl. s. of lawfull Engliſh money, to be paid to the ſaid C. D. his executors or adminiſtrators. In witnes whereof &c.

An Obligation by one to one.

NOuerint vniuerſi p preſentes me W.G. de R. in comitatu S.gen', teneri & firmiter obligari W. B. in decem libr̄ bone & legalis monete Anglie: Soluend̄ eidem W.B. aut ſuo certo attornat̄, vel executor̄ ſuis in feſto S.Mich Archang. proxim' futuro poſt datum preſencium. Ad quam quidem ſolutionem bene & fideliter facien̄, obligo me, herē, executor̄ & adminiſtrat̄ meos firmiter per preſentes. Sigillo meo ſigillat̄, Dat̄. Sect. 102.

die Ian.anno regni domine nr̃e Eliz. Dei gracia Ang. Franc. & Hibern. reg.fidei defensoris &c.36.

Or thus to a Sheriffe.

NOuerint vniuersi p̃ presentes me I.L.de C.in Comit̃ E. husbandman, teneri & firmiter oblig.T.C.Militi.Vicecom' Com' E.in xx. libr̃, bonæ &c.Soluend' eidem Vicecom', aut suo certo Atturnat̃, vel executoribus suis.Ad quam quidem solutionem bene & fideliter faciend̃,obligo me, hæredes,executores,& administratores meos firmiter p̃ presentes. Sigillo meo sigillat̃,Dat̃ &c.

Or thus: of person and goods renouncing Sanctuary and protection.

NOuerint vniuersi per præsentes,quod ego A.B.non coactus,nec compulsus, nec aliqua alia mala imaginatione ad hoc inductus, sed mera, propria, & spontanea voluntate, & certa scientia cognosco, ac palam & publice confiteor me teneri,& p̃ presentes firmiter obligari D. E. in quingint̃ libr̃ legalis monetæ Angliæ:Soluend̃ & restituend̃ eidem D.E aut suo certo Atturnat̃,procurat̃,nuncio, hæred̃,vel execut̃ suis,aut latori presentium in festo P.proxim' futur.sine dilatione vlteriori. Ad quam quidem solutionem bene & fideliter faciend̃ & perimplend̃ in forma predict', obligo me,hered̃,& executores meos, ac omnia bona mobilia mea presentia & futur̃,tam vltra Mare,quam citra,in quocunq; loco vel iurisdictione inuenta fuerint capienda & distringenda.Et si(*quod absit*) defect.fiat in solutione pred' vltra festum siue terminũ supius limitatum nunc quecumq;damnum sumptus,& interesse dict' D.E.patietur, aut pati poterit vel debet,p̃ tenore defect'.illa omnia & singula ego dict' A.B. teneor & firmit̃ obligor p̃ presentes soluere & fidel.satisf.sicut de debit̃ principali:Stat.priuilegijs,ac cõsuetud̃ quibuscunq;Ciuit.Lond.seu cuiuscunq;alter̃ Ciuitatis,villæ,patriæ, vel loci ad hoc contrar̃ nonobstantib.Reuoco etiam & renuntio omnes protectiones,defensiones,sanctuaria,franchesias,libertates, subuentiones, et priuilegia quecunque p̃ quæ ego possim in hac part' tueri,aut cautelas seu dolum malum facere in damnum et preiudic' E. credit' mei de premissis. In cuius rei testimon.&c.

But to bind the goods, it seemeth better to make a conditionall sale thereof.

Or thus, by two to two.

NOuerint vniuersi p̃ presentes nos W.M.de C. in comit' L. Yeoman & T.R. de R.in comitatu præd' Taylor, teneri & firmiter obligari S. I.& C.R.generos.in xl.li.bonæ & legalis monetæ Angliæ. Soluend̃ eisd̃ S.I,& C.R.seu eorum alteri,vel eorum certis Attornat',execut', vel administrat' suis.Ad quam quidem solution' bene & fidelit' faciend̃ obligam'

nos

nos,& vtrumque nr̃m ꝑ ſe,pro toto & in ſolido,hæredes,execut',& adminiſtrat' nr̃os ꝑ preſentes,ſigill' nr̃is ſigillatas &c.Dat' &c.

An Obligation,where two owners of a ſhip are bound to two Merchants.

NOuerint vniuer̃ ꝑ preſentes nos I.B.& R.T. de villa Hull' marinarios ac poſſeſſores ſiue proprietar̃ cuiuſd̃ nauis vocat' Primroſe of Hul &c. teneri & firmit' obligari W.C.& I.C.Mercatoribus villæ C.in xl.li.legalis monetæ Angliæ,Soluend eiſd̃ W.C. & I.C. ſeu eorum alteri vel eorum cert̃ Attorn', hæred̃ ſeu executor̃ ſuis in feſto Paſche proxim' futur̃ poſt datum preſentium.Ad quam quidem ſolution' bene & fideliter faciend̃ obligamus nos,& vtrumque noſtrum ꝑ ſe,pro toto & in ſolido, ac nauem præd̃ cum toto apꝑatu eiuſdem , hæred̃, executor̃, & adminiſtrator̃ noſtros, ac omnia bona noſtra, tã vltra mare quam citra,vbicunque fuerint inventa per preſentes.In cuius rei &c.

But a conditionall ſale ſeemeth more ſure then this.

Or thus,where three are bound to the Queene, and others.

NOuerint vniuerſi &c.nos A.B.C. Mercator̃ de Venet̃, teneri & firmiter obligari excellentiſsimæ Principi Eliz. Dei gratia Angliæ, Franciæ & Hiberniæ Reginæ fidei defenſori &c. ac T.B. & H.C. Collectoribus & Cuſtomarijs Subſid' eiuſdem dominæ Reginæ in portu Colceſtriæ in viginti libr̃ ſterlingorum: Soluend̃ eidem Dominæ Reginæ et cuſtomarijs,aut eorum vni,vel eorum certis attornatis.Ad quam quidem ſolutionem bene et fideliter faciendam, obligamus nos et quemlibet noſtrum per ſe,pro toto et in ſolido,hæredes,executores, et adminiſtratores noſtros per præſentes. In cuius rei teſtimoniũ &c.

Or thus, by three to three.

NOuerint &c.nos &c.A.B.C.D. & E.F.Milites,teneri &c.G.H.I.K. et L.M.generoſ.in xl.li.ſterling'. Soluend̃ eiſdem G.I.& I.ſeu alicui eorum,aut ſuo certo attorn',vel executor̃ ſuis,in feſto omniũ ſanctor̃,proximo futuro poſt dat̃ preſentium.Ad quam quidẽ ſolutiõnẽ bene & fidelit' faciend̃; obligamus nos,& quemlibet noſtrum per ſe, pro toto & in ſolido,hæred̃ execut' et adminiſtrat' nr̃os ꝑ preſentes.In cuius rei teſtim' huic præſenti ſcript' nr̃o ſigilla nr̃a appoſuimus,Dat.&c.

Or thus, with dayes of payment and a penaltie.

NOuerint vniuerſi per preſentes nos A. B. C.D. et E.F. &c. teneri & firmiter &c.G.H.I.K.& L.M.in C.li.legalis monetæ Angliæ. Soluend eiſdem G.I.et L.in. forma ſubſcripta, viz. in feſto Annunc' beatæ Marie Virginis nunc proxim' ſequen', quinq; libras: In feſto Paſchæ tunc proxim' ſequen', quinque libras, in feſto natiuitatis S.I. Baptiſt' tunc proxim' futur quinque libras, et ſic de feſto in feſtum : viz. in quolibet feſto feſtor illor quinq;libras, quouſq;dict' C li.plen' vt ſic perſoluantur : ad quas quidem ſolutiones,et quamlibet earum (vt premittitur) bene et fideliter faciend, obligamus nos et quemlibet noſtrum &c. Et ſi contingat nos præf. A.B. C. D. & E. F. deficere in aliqua ſolutione præd. in parte vel in toto, contra formam pred,tunc volumus & concedimus,nos teneri et quemlibet noſtrum p ſe,pro toto & in ſolido p preſentes firmiter obligari præf. G.I. & L.in pred C.li.Soluend eidem G. aut ſuo cert' Attorn' executor aut aſſignat' ſuis,In cuius rei teſtimonium &c.

Or thus, to a Biſhop, or others,

NOuerint vniuerſi per preſentes nos Ric' I. de S. in comit' Eborum Taylor,R.I.de R.eodem in comitatu Taylor,R.S.de S.prædict' Huſbandman, & R.H. de L. comitatu prædicto, teneri &c. reuerendiſſimo in Chriſto patri et domino, dom' T. permiſſione diuina Eborũ Archiepiſ. Angl' primati & Metropolitano, et Magiſtr W. I. in legibus Baccalaureo Scaccar dicti Reuerend patris apud Ebor commiſſar et recept' gener, & W.& I.liber N.I.de R.in 300. li. bonæ & legalis monet Angl'. Soluend eiſd reuerend patri,et Magiſt.W.I. commiſſ. ac liber pred aut eorũ cert attornat,executor & adminiſtrat ſuis, in feſt' ſancti Mic. Archangeli prox' futuro poſt datum præſentium. Ad quam quidem ſolutionẽ bene et fideliter faciend obligamus nos, et quemlibet nr̃um per ſe pro toto & in ſolido hered, executor et adminiſtrator nr̃os firmit per preſentes, ſigill' noſtris ſigillat. Dat &c.

Thus much of Obligations not being of record, whereunto ſucceed thoſe that be of Record.

Recogniſances

Recognisances.

AN Obligation by matter of Record, is a writing obligatory, knowledged & inrolled in some of his Maiesties courts of Record before a Iudge or other officer, hauing authority to take the knowledgement thereof. And is either a Recognisance, or a statute. In a Recognisance hee is the Recognisor which knowledgeth it, and hee the Recognisee to whom it is knowledged. And a Recognisance is a bond of Record testifying the Recognisor to owe vnto the Recognisee a certaine summe of money, and is knowledged in some court of Record, or before some Iudge or other Officer of such court, hauing authoritie to take the same: as the masters of the Chancery, the Iudges of either Bench, Barons of the Exchequer, Iustices of Peace &c, And those that be mere Recognisances are not sealed, but are inrolled: & execution by force thereof, is of all the Recognisances goods and chattels, except his draught beasts & implements of husbandrie, and the moitie of his lands: and they bin made thus: Sect. 103.

A Recognisance in the Chancerie.

IOh. A. de A. in Comitatu Sussex armiger, coram domina regina in Cancellaria sua personaliter constit', recognouit se debere I. B. ciui & Grocer' London, centum et nonaginta libras bone et legal. monet' Angliæ, Soluend' eid I. B. aut suo cert' attornat', hæred, execut', vel assignat' suis, in festo Purification. beate Marie virgin' prox' futur post dat' huius recognit'. Et nisi ita fecerint vult et conced' pro se, hæred', execut', et administrat' suis p̄ presen', q̄ dict' sum' cent' et nonagint' libr', leuitur et recuperetur de maneriis, messuag', terris, tenem'tis, bonis, catall', et hæreditament' ipsius I. A. hered, executor', et assignat' suor' vbicunq; fuerint inuent' per presentes, Teste dicta domina regin. apud West. vltimo die Decemb. Anno regni eiusdem dom' nostr' Eliz. Regin' xxxvi.

A Recognisance in the admiraltie.

DIe Martis vij. die mensis M. An. dom' 1580. Regniq' Serenissimæ dominæ nostr' El. reg. &c. ann' vicesim' tertio, coram D. L. Legum doctor' suprem' Cur' Admiral' Angl' Iudice, nec non vno E Commissarijs pro

piratijs,deprædation' &c. in ædibus ſuis &c. in preſentia mei Will.H. notarij publici dict' cur̄ Regiſtoris, comparauerunt perſonaliť Willihelmus A.de C.in com.Suſſ.gener̄ T. S. de parochia ſancti Mildredi in Pultria ciuiť London' Iremonger,Will' A.de T.in dict' com' Suſſ. gener̄, & T.M.de A. in comitatu Glamorgan gener̄, ac recognouerunt ſe deber̄ dict' ſereniſſim' dom' nr̄æ Eliz.reg.&c.ſ̄umam ducentar̄ libr̄: Soluend' eidē Dom' reg,aut ſuo certo attornat̄,hered vel ſucceſſoribus ſuis prim. die prox.futur̄ menſis April', Quā ſum' quilibet eor̄ recognouit ſe debere.Et niſi hæc feceř &c.

A ſingle Recogniſance before Iuſtices of the peace.

MEmorandum qd̄ ſeptimo die Ian' ann' regni dom' noſtr̄ Eliz. dei gratia Angl',Franc',& Hibern' reg.fidei defenſ.&c. xxxvj. venerunt corā nobis.C.B.Miliť, & W. M. armiger̄ Iuſticiar̄ dict̄ domin.reg.ad pacē in com E.conſeruand.aſſignat' I.S.de B.in com.E.yeomā & W.S.de eodem Weauer,ac R.D.de S.in com' præd̄ Taylor, Et recognouer̄ ſe deber dict̄ dō' reg.viz.quilibet manucapt' præd̄ quinq; libr̄, & præd̄ I.S. decem libr̄ bon' & legalis monet' Angl. Soluend.eidē dom.regin.in feſto Purific.beat' Mariæ virginis prox.futur̄ poſt dat.præſentium. Et niſi fecerint, conceſſerunt &c.*vt ſupra.*

A Recogniſance for the peace,and to appeare at the next ſeſſions.

Sect.104 MEmorandum quod 4. die Iulij,Anno regni dom.noſtr̄ Elizabeth. dei gratia &c.xxxvj. R.P. de I. in com. E. yeoman in propr̄ perſona ſua, venit coram me G. M. vno Iuſticiarior̄ dict. dominæ Regine ad pacem in dicto comitatu conſeruand.aſſignat.& aſſumpſit pro ſeipſo ſub pœna xx.li Et H I.de L.in com' predict' yeoman. Et I.E.de M.in eodē comitatu husbandman, tunc & ibidem in proprijs pſonis ſuis ſimiliter venerunt, & manuceperunt pro predict' R.P.(videlicet)quilibet eorum ſeperatim ſub pœna centum ſolid', Quod idem R.P. perſonaliter comparebit coram Iuſticiarijs dict' domin' reg. ad pacem, ad proxim' generalem Seſſionem pacis in comitatu predict' apud M.tenendam, ad faciendum & recipiendum quod ei p Curiam tunc ibidem iniungetur. Et quod ipſe interim pacē dict' dom. reg.cuſtodiet erga ipſam dom.Reginam & cunctum populum ſuum & precipue verſus M.N.de I.predicta yeoman.Et quod damnū,malum aliquod corporale, aut grauamen pref. M. N. aut alicui de populo dict' dom.reg. qd̄ in leſionem aut pturbat̄ pacis ipſius dom. reg. cedere valeat quouiſmodo non faciet,nec fieri procurabit.Quam quidem ſummā viginti libr̄ predict' R. P. & quilibet manucaptorum predictorum predictas ſeperales ſummas centum ſolid'.recognouerunt ſe debere dict' dom.reg.de terris &

tene-

tenement̄, bonis et catallis suis, & quorumlibet & cuiuslibet eorum, ad opus dict̄ dom. reg. hærd' & successorum suorum fieri & leuari, ad quorumcunque manus deuenerint, si contigerit ipsū R.P. premiss. vel eorum aliquid in aliquo infringere, & inde legitimo modo conuinci. In cuius rei testimonium, ego predict' G.M. præsent̄ sigillum meum apposui. Dat̄ apud I prædict' die et Anno primo supradictis.

Or thus, a little differing.

MEmorandū quod quarto die &c. A.B. de I. &c. & C.D. de eadem yeoman, venerunt corā me G.M. &c. & manuceperunt pro I.S. nup̄ de L. &c. quod ipse personalit̄ comparebit corā me prefat̄ G.M. vel socijs meis Iusticiar̄ pacis dom. reg. ad proximā generalem Sessionem &c. Et quod ipse interim geret pacem erga cunctum populum dictæ dom. Regi. & precipue erga R.S. &c. viz. quilibet manucapt̄ pred̄ sub pœna xx. libr̄. Et prædict' I.S. assumpsit pro seipso sub pœna xl. libr̄. Quam quidem summam xl. libr̄ predict' I.S. & quilibet manucaptorū predict' dictam summam xx. libr̄, recognouerunt &c. *vt supra.*

Recognisance for the good Abearing.

MEmorandum quod 5. die mensis Iulij Anno regni Elizab. &c. xxxvj. venēr coram nobis E.N. & W.S. &c. quod idem R.G. personaliter comparebit coram Iusticiar̄ dictæ dominæ Reginæ ad pacem &c. ad proximam generalem Sessionem &c. Et qd̄ ipse interim se bene gerat erga dictam dominam Reginam, & cunctum populum suum, & precipue erga I.B. de C. &c. Et quod ipse non inferet, nec inferri procurabit, per se, nec per alios, damnum aliquod seu grauamen præfat̄ I.B. seu alicui de populo ipsius domin' Reginæ de corporibus suis per insidias, insultus, seu aliquo alio modo, q̄ in lesionem seu ꝑturbationem pacis dict' d'næ Regin. cedere valeat quouismodo: viz. vterque prædict' H.C. & I.S. sub pœna C.li. Et prædictus R.G. sub pœna C.C libr̄. Quas quidem seperales summas centum librarum, vterque prædictorun H.C. & I.S. (vt prædicitur) ꝑ se ac prædict' R.G. dictas CC.li. recognouerint se debere dictæ dn'æ Regin', de terris & tenementis, bonis et cattallis suis, & quorumlibet & cuiuslibet eorum, ad opus ipsius dictæ dn'æ Regin'. fieri et leuari, si contingat præfat̄ R. G. in aliquo præmissorum deficere, & inde legitimo modo conuinci &c. In cuius rei &c.

A Recogniſance to giue in euidence againſt one that is ſuſpected of Felonie.

MEmorand' quod xx.die No.Anno regni dn'æ noſtre Elizabethæ Dei grat̃ Angl, Francie, & Hiber' Reg. fidei defenſor &c. xxxvj.R.T. nuper de C. in Com' prædict' yeoman venit coram me W.M armig' vno Iuſtic' dict' domin' reg. ad pacem in com' præd̃ conſeruand' aſſignat̃, Et recognouit ſe debere dict' domin' reg. quinque libr̃, legalis monet̃ Angl' Sub conditione. qd̃ ipſe pſonaliter comparebit coram me et ſocijs meis Iuſtic' præd,ad proximam generalem goalem in comitatu præd̃ tenend'. Et ad tunc et ibidem oſtend' in euidenc',ſecundum formam ſtatuti, verſus D. E.in com' præd', qui modo attach et ſuſpect' feloniæ goale dictæ dominæ Reginæ com' prædict' commiſſus exiſtit,quod tunc &c.alioquin &c.

A recogniſance for keeping of a Tauerne.

MEmorandum quod 4.die Februar̃ Anno reg.domin' noſtr̃ Elizabethæ Dei gratia Angliæ, Francie, et Hiber' reginæ, fidei defenſoris &c. xxxvj.venerunt coram nobis C.B. et H. W. Milit̃, Iuſticiar̃ dict' domine reginæ ad pacem dictæ dominæ regine in Comitat̃ Eborꝝ conſeruand̃, Necnon alia malefacta ac diuerſas tranſgreſ. perpetrat̃ audiend̃ et terminand̃ aſſignatis. A.B.de T. in comitatu prædict' L.et R.A. in comitatu predict.H. et W. T. de eadem in eodem comitatu Weauer. Et manuceper̃ (videlicet) quilibet manucapt̃ predict' ſub pœna quinquagint̃ ſolid'. Et predict' W.T.aſſumpſit pro ſe ſub pœna quinque libr̃,quod ipſe W.T.bene gerat Tabernam ſecundum formam ſtatuti. Quas quidem ſeperales ſummas quilibet eorum cognouit ſe debere dict' dom̃ Regin', Atque volunt & concedunt de terris & tenem̃tis, bonis & cattallis ſuis et cuiuſlibet eorum fieri et leuari, ſi præd W.T.defecerit &c.

A Recogniſance for alehouſes.

MEmorandum quod 7.Die Sep.&c.Anno reg.&c.I. L. Baker et I.G. Ioiner de &c.in comitatu præd, venerunt coram nobis W. K. & A. B armig',duebus Iuſticiar̃ dom̃ reg.& manuceperunt pro R.D.de &c. quilibet manucapt' præd' I.K.& I.S.ſub pœna decem libr̃, & idem R.D. manucepit pro ſeipſo ſub pœna vigint' libr̃,ꝙ vbi præd' R D.per præd' Iuſticiar̃ nunc admiſſus eſt ad cuſtodiend' cõmun' domũ Ceruitiæ ſine Tipland', ſecundũ formam ſtatuti in anno 5.et 6.dn'i regis Edw.ſexti ædit', ſi præd' R.D.deinceps non cuſtod' nec frequentat aliquos ludos illicitos,ſiue prohibit' in domo ſua, neq;hoſpitet in domo ſua aliquos vacabundos, ſiue

otioſas

otioſas aut ſuſpectas perſonas, nec cuſtodit aliquam malam requiem in domo ſua, durante termino quo ipſe occupauerit communem domũ Ceruic' ſiue Tiplãd': Et ſi defect' fiat in aliquo ſiue aliquibus premiſſ. tã manucapẽ pred, quã R.D. cognouer ſummas præd leuand de bonis et cattallis, terris, et tenementis, ad opus et vſum dict' domin' Regin. &c.

Alio modo.

MEmorandum quod x. die Ian &c. A. &c. venerunt corã nobis W. K. & A.B. armig' duobus Iuſtic', & A.B. et E.F. &c. et manuc' pro I.H. viz. quilibet manucapt' ſub pœna vj. li. et pred I. H. per ſeipſũ aſſumpſit ſub pœna x. li. quas &c. ſi &c.

A Recogniſance before a Iuſtice of the common Plees.

MEmorandum quod viij. die Martij, Ann. regni Elizab. &c. xxxvj. A.B. de C. in Comitat D. Miles venit coram me R.H. vno Iuſticiariorum dict' dom reg. de banca in propria perſona ſua, Et recognouit ſe debere E.F armig' ſexcent libras legalis monete Angl' Soluend eidem E. executor vel aſſignat ſuis, in feſto Natiuitatis ſancti Io. Bap. proxim' futur. Et niſi fecer, concedit, pro ſe et hered' ſuis, quod prædict' ſexcent libr de terr et cattallis ſuis ad opus et vſum predicti E. et executorum ſuorum leuentur, ad quorumcunque manus deuenerint &c.

A Recogniſance before the Barons of the Eſchequer.

MEmorand quod I.M. gen, nominat Balliuus et collector reddit et reuenc' maner de B. in com E. nuper parcell' poſſeſſion' nup Monaſterij de P. in com præd C. I. de S. in com præd gen' & F.S. de C. in eodem com gen, venerunt coram Baron de Scacc. dom reginæ nunc apud Weſtm decimo nono die M. anno regni dict domine reginæ nunc vicefimo nono in proprijs perſonis ſuis. Et recognouerunt ſe coniunctim & diuiſim deber eid dom reg' &c. Soluend eid dom reg' in feſto &c. prox. futur. Et niſi fecerint, concedunt & quilibet eorum concedit pro ſe her et execut ſuis, q Barones huius ſcaccar de terris & tenementis ſuis de quibus ipſi aut eorum aliquis, aut aliquis alius, ſiue aliqui alij ad eor ſiue eor alicuius vſum ad preſens ſeiſit exiſtit aut ſeiſit exiſtunt, ac de bonis & cattallis ſuis ad quorumcunque manus deuenerint dictos denarios fieri faciant ad vſum domine regine leuari.

Statutes

Statutes, and Statutes Merchants.

Sect.105. A Statute is a Bond of Record ſealed, teſtifying the Debtor to owe vnto the Creditor a certaine ſumme of money. And the ſame Bond is knowledged before ſuch perſons, and in ſuch manner as is appointed by Statutes in that behalfe made. And therefore beene ſuch bonds termed Statutes: and they be of two ſorts, that is to ſay, Statutes Merchant, and Statutes Staple. A Statute Merchant is a Bond knowledged before one of the Clerkes of the Statutes Merchant and Maior or chiefe Warden of the City of London, or two Merchants of the ſaid Citie for that purpoſe aſſigned, or before the Maior, chiefe Warden or Maiſter of other Cities or good Townes, or other ſufficient men for that purpoſe appointed. And ſealed with the Seale of the Debtor, and of the King, which is of two pieces, the greater is kept by the ſaid Maior, chiefe Wardein &c. and the leſſer peece thereof by the ſaid Clerkes. The fee for the ſaid Seale is for ſtatutes knowledged in Fayres of euery pound an half peny, and out of Fayres of euery poũd a farthing. The execution vpon Statutes Merchant is firſt to take the bodie of the Debtor, if hee bee lay, and can be found, if otherwiſe, then vpon his lands and goods, 13.E.1.ca. And it is made in forme following.

A Statute Merchant.

Sect.106. NOuerint vniuerſi &c. nos A.B. et C.D. teneř, et per preſens ſcripť de ſtatuť Mercatoř firmiť oblig. W.P. in quinquaginť libř ſterlingor Soluendť eidť W.P. aut ſuo certo Atturnatť hoc ſcripť oſtendť, executoř vel adminiſtratť ſuis, in feſto P. prox. futuř poſt datũ preſentiũ. Et niſi feceř, volumus et p preſentť concedimus, ꝙ currat ſup nos et vtrumq; nřm hæred, executoř, et adminiſtratť noſtř, pœna et diſtrictť prouiſ. in ſtatuť domř Regis apud Acton Burnel et Weſt. pro Merchandiſis edito tempore domini Ed. quondam Regis Anglie, progenitoris dominæ Regin. nunc exiſten'. In cuius rei teſtimon' huic preſenť ſcripť meo ſigill' meũ vna cum ſigill' dict. dom' noſtř reg. de Recogn. debiť ville de K. ſuper Hull' predť preſenť appenſ. Datť corã R.I. Maiore ville de K. ſuper Hull' predť et I. L. cleric' ad hoñodi recogn debiť pro Merchandť in eadem empť recuperandť ordinatť et prouiſ. accipiendť deputatť 30. die Ian. An reg. dictť domin' reginæ xxxvj.

Or

Or thus.

Coram A.C.de K.*vel* coram Cuſtod' ſigil' dom̃ reg.nunc de Mercatorib' in Nundinis de K.et C.D.clerico eiuſd̃ dom̃ reg. ad huiuſmodi recogn̄ &c.

Another ſtatute Machant.

NOuerint vniuerſi p̄ preſent̄ me I.W.de &c,tener̄ et p̄ preſens ſcriptū de ſtatut̄ Mercator̄ firmit̄ obligar̄ W. C. in xl. libr̄ legalis monetæ Angl'.Soluend̄ eid̄ W.aut ſuo certo Atturnat̄, hæred̄ vel executor̄ ſuis in feſto P.prox.futur̄ poſt datū preſentiū. Et niſi fecero, volo et p̄ preſentes concedo ꝙ currant ſup̄ me,hered̄ et executor̄ meos, diſtriction' et pœna prouiſ.in ſtat̄ dom̃ reg. apud Acton Burnel et Weſt.pro Merchat̄ ædit̄ Et facta fuit hæc recognic' coram I.F.& W.C.tunc Ball' vill' G.præd̄, cuſtod̄ maior̄ peciæ ſigill' dict' ſtatut̄, et T.R.clerico dom̃ reg. cuſtod̄ minor̄ peciæ ſigill' eiuſd̄ Statut̄ ad recogn' debitor̄ Mercator̄ apud G. præd̄ accidiend̄ deputat̄. In cuius rei teſtimon' huic preſent̄ ſigill' meū et ſigill' dict' Statut̄ apponi procuraui.Dat̄ G.di.&c anno &c.

A ſtatute knowledged before Baylifes.

NOuerint vniuerſi p̄ preſentes nos H.L.de B.in comitat̄ S.gen', I.P. de M.in com̃ R.gen,I.P.de Noua vill' in com̃ &c. armig' I.Ap.E. W.in S.predict' gen.I.D.de predict' in eodem com̃ S.gen. O.Ap.M.de W. predict' in com̃ S.predict' gen.M.Ap.I.de W.predict' in com̃ S.pred̄ yeoman teneri et firmiter obligari H.T. et R,T. armig. in &c. Soluend̄ eiſdem H. et R.aut eorum vni,ſeu eorum certo Atturnat̄,exec',ſeu aſſignat̄ ſuis, in feſto P.proxim̃ futur̄ poſt datum preſentium. Et ſi defecer̄ tunc volumus et concedim' ꝙ currant ſup̄ nos, et quemlibet nr̄um et hæredes nr̄os, diſtrict' et pœna prouiſ.in ſtatut̄ pro Mercator̄ apud Acton Burnel,et W. tempore domini Edw.quondam Reg. Angl.ædit̄ recuperand̄. Et facta fuit hæc recognitio coram R.M.et I.H.balliuis dominæ reginæ villæ ſue de L. cuſtod̄ maioris pecie ſigill' ſtatuti Mercat̄ quod dom̃ debit̄ Mercat̄ apud L.predict deputat̄,ac cuſtod̄ minoris peciæ ſigill' eiuſd̄ Statut̄, In cuius rei teſtimoniū huic preſent̄ ſcript̄ nr̄o ſigill' nr̄a appoſuim', et pro maiore ſecuritate ſigill' ſtatut̄ Mercator̄ villæ ꝙ his apponi procurauim', Dat̄ xx.die &c. In An' reg. &c.xxxvi.

A

A Statute Marchant knowledged before Baylifes.

NOuerint vniuerſi per preſentes me W.C. in com. de S. yeoman, teneri et firmiť obligaŕ I.B. de S. preď Mercaŕ Stapul' Calic' in &c. Soluendď eiď I. aut ſuo certo atturnaŕ, hered, vel executoŕ ſuis, in feſto B. pro x. futuŕ poſt deť præſenc'. Et niſi fecero, volo ꝙ curāt ſuper me, hæŕ, & executoŕ meos, pœna & diſtriction' prouiſ. in ſtaŕ domini Reg. E. apď Acton Burnel pro Mercatoŕ ædiť, & poſtmoď apud Weſt. recitat. In cuius rei teſtimñ tā ſigil' præd domini reg. pro hñdi cauſ. ordinaŕ quam ſigill' meū præſenť ſunt appenſ. Daŕ apud S. decimo die &c.

A Certificat of a Statute.

VEnerabili & honorabili viro N.B. Miliť, domino cuſtoď magni ſigilli illuſtriſſime dominæ noſtr̄ Reginæ Angliæ, Ad vr̄am denominac' mandaŕ paraŕ O.H. & E.P. Ballivi dictæ dominæ noſtræ reg. vill' ſuæ S. & A.M. clericus ad recogn' debitoŕ in eadem accipiendď depntat, reuerentiam & honorem denominac' veſtræ: Significamus quod decimo die &c. An. regni Regis Hen. vij. poſt conqueſtum Angl, &c. W.C. de villa de S. in com S. gen, venit corā N.W. et H.W. tunc Balliuis villæ S. et cognouit ſe debere I.B. de S. Mercaŕ ſtapule Calic &c. quas idem W. C. ſoluere debuit in feſto P. prox' futur' & eas ꝙ W. eidē I. nondum ſoluit vt diciť, et quia præf. W. ſolution' ſue termin quod I. non obſeruauit, denominac' vr̄am honorabilē humiliter deprecamur quatenus prefaŕ W. ad dicti debiti ſui ſoluť prefaŕ I. faciendď, iuxta formam ſtatuti predict' compellere, velleret dominac' veſtra

Statutes ſtaple.

Sect. 107.

A Statute Staple is either properly ſo called, or improperly: A Statute Staple properly ſo called, is a bond of Record knowledged before the Maior of the Staple, in the preſence of one of the two Conſtables of the ſame Staple, for which ſeale the fee is of euery pound, if the ſum exceed not a C.l' halfe a penney. And if it exceed a C.l' of euery pound a farthing. And by vertue of ſuch a Statute Staple the Creditor may forthwith after certificat thereof into the Chancrry haue execution of the body, lands, and goods of the Debtor, 17. E. 3. c. 9. And the Stat. Staple properly ſo called, is made as followeth.

A Statute Staple for Debt.

NOuerint vniuerſi p̃ preſentes me I.H. de L. in Com̃ Suſſex armig' teneri et firmiter obligari I.A. in &c. Soluend eidem I.A. aut ſuo certo atturn hoc ſcript̃ oſtend', hæred' vel executor̃ ſuis in feſto Purificat̃ beat̃ Mar̃ virginis proxim̃ futuro poſt dat̃ preſentium. Et ſi defecer̃ in ſolutione debit. predict', volo et concedo quod tunc currat ſuper me, hæred̃ et executor' meos pœna in ſtatuto ſtapul' debitis pro merchandiſis in ead̃ emptis recupand̃, ordinat̃ et prouiſ. Dat̃. xj. die Feb. a ano reg. dominæ nr̃e Eliz. dei gratia &c. Sect. 108

Note that if any Statute Merchant, or of the Staple, within foure Monethes after the knowleging thereof, be not brought to the Clarke of Recogniſances, taken according to the Statute of 23. H. 8. cap. 6. or his Deputy, and the true copie thereof there entred in the booke of the ſaid office, within vj. Monethes after the ſaid knowledging thereof, then is the ſame thereby voyd againſt purchaſers of lands which otherwiſe ſhold be thereunto lyable. 27. Eliz. cap, 4.

Of a bond, vnproperly called a Statute ſtaple.

A Statute Staple improper, is a bond of Record founded vpon the ſtatute of 23. H. 8. cap. cap. 6. of the nature of a proper ſtatute ſtaple, as touching the force and execution thereof, and knowledged before one of the chiefe Iuſtices, and in their abſence before the maior of the Staple, and the Recorder of London, in this maner. Sect. 109.

Nouerint vniuerſi p̃ preſent̃ nos A.B. et C.D. arm̃ tener̃ et firmit̃ obligari I.S. in C.l' ſterling. Soluend eid̃ I. aut ſuo cert̃ atturn' hoc ſcript̃ oſtend̃, hæred̃ vel executor̃ ſuis in feſto Paſ. proxim̃ futur̃ poſt dat̃ præſentiũ , Et ſi defecerim' (**if two or more be bound**) or ſi defecero (**if one only**) in ſolutione debiti pred̃, volo et conced̃, *vel* volum' et concedim' q̃ currat ſup̃ me, hered̃ et executor̃ meos *vel* ſup̃ nos et vtrumq̃ ; vel quẽlibet nr̃um hæred̃ et executores noſtros pœna in ſtatuto ſtapul' de debitis pro merchandis, in eadem emptis recuperand̃ ordinat̃ et prouiſ. Datũ &c.

Conditions

Conditions of Obligations and *Recognisances.*

Sect. 110. HItherto haue we shewed the seuerall formes of Obligations, Recognisances, and Statutes: And now forsomuch as there be sundry Conditions and Defeasances made to defeat the same, It seemeth meete in this place to shew the formes of so many of thē as seeme necessarie for our instruction in the making thereof, leauing the rest which be almost infinite, to be made as occasion shalbe offered.

A Condition, Conditio, is therefore generally a rule, maner, or Law, annered vnto mens acts, staying and suspending the same, and making it vncertaine whether they shall be or no. For a Condition is properly said to bee, when any thing is referred to any incertaine chance, which may happen, or not happen. But we omitting curiously to search out the diuerse significations and manifold diuisions thereof, wil in this place onely touch some such Condition as may concerne Obligations and Recognisances. A Condition of an Obligation or Recognisance is such an agreement of both the parties to the same, as stayeth and delayeth the effect thereof, vntill the condition happen to be fulfilled: and is of sundry formes. But first we will handle such as concerne paiment of Money, or deliuery of goods or other things.

A Condition to pay a summe of Money at a certaine day.

Sect. 111. THe Condition of this Obligation is such that if the within bounden A. B. his heires, executors, or administrators, or any of them do well and truly pay, or cause to be paied vnto the within named C. D. or his certaine Attorney, executors or administrators, or some of them x. li. of lawfull English money vpon the first day of October next insuing the date hereof, at, or in the south porch of the parish Church of R. in the said countie of Y. That then this present Obligation to be vtterly void and of none effect, or else to stand, remaine, and be of full force, strength, power and vertue.

Note that such Conditions as be subscribed or written vnder the obligations vpon the same side of the parchment or paper that the obligation is written vpon, are commonly called conditions, but such as be indorsed or written on the other side thereof are called indorcements: and then is the same made in this sort.

The

THe Condition of the within written obligation is ſuch, that if the within bound A.B.&c. to the within named C.D.&c. as next aboue. Sect. 112.

A Condition of a Recogniſance for the paiment of mony at two dayes.

THe Condition of this Recogniſance is ſuch, That if the aboue bounden H.G. his heires, executors, adminiſtrators, or aſſignes, or any of them, doe well and truly pay or cauſe to be paied to the aboue named W. C his executors or aſſignes or any of them, at or within the meſuage or manſion houſe commonly called N. the place wherein H.A. widow now dwelleth, ſcituate and being in S. Martins le grand within the City of London, the ſum of r. li. of lawfull Engliſh money in maner and forme following That is to ſay, on the r. day of N. next comming after the date aboue written, at the place aforeſaid, betweene the houres of viij. of the clocke in the forenoone of the ſame day, and v. of the clocke in the afternoone of the ſame day, v. li. of lawfull Engliſh money, and in the tenth day of Febꝛuary then next following, at the place aforeſaid, betweene the houres aforeſaid other v. li. That then this Recogniſance to be void and of none effect. And if default be made in payment of the ſame r. li. or any part thereof, contrary to the order and forme aforeſaid, Then this preſent Recogniſance to ſtand, remaine, continue and be in full force, ſtrength, and vertue.

A Condition to pay money and deliuer Wooll.

THe Condition &c. That if the within bounden R.S. his &c. do wel and truly content and pay, or cauſe &c. vnto the within named R.G. at &c. the ſumme of r. li. of good &c. at the feaſt of &c. And alſo doe well and truly deliuer or cauſe to be deliuered vnto the ſaid R. &c. at the place aforeſaid, on this ſide the feaſt of &c. or within foure dayes next enſuing after the ſaid feaſt rl. ſtone of good, marchantable and perfect fleece wooll without tarre or locks, being well, cleane, and ſufficiently waſhed and perfectly dried, That then &c. Sect. 113

A Condition for the farme of Kine, and deliuery of them or money.

THe Condition &c. That where the within bounden A.C. hath letten to farme to the within bounden C.B. three milch Kine for terme of ſeuen yeares next enſuing after the feaſt of &c. if the ſaid C.B. his heires, executors or adminiſtrators, doe well and truly content and pay, or cauſe Sect. 114.

to be contented and paid vnto the said A.C. his executors or assignes x. s. viij. d. of good English money yearely, and euery yeare during the said terme, for the farme of the said iij. milch kine. And also in the end of the said terme, doe deliuer or pay, or cause to be deliuered or paied vnto the said A.C. his executors or assignes, three good and able milch kine, or els the sum of &c. for and in consideration of the said three milch kine so demised, at the election of the said A C. his executors or assignes, That then &c.

Sect. 115. *A Condition to deliuer sheepe or money and the farme.*

THe Condition of this obligation is such, that where the within named T.W. hath letten to farme, and deliuered into the hands and possession of the within bounden E.D. xl. good and sound Ewes, to haue, hold, and to take the whole commodities and profits of the said xl. Ewes from the feast of &c. last past before the date hereof, for and during the whole time and terme of fiue yeares from thence then next following, and fully to be ended, if the said E. his heires, executors, administrators, or assignes doe content and pay, or cause to be contented and paied vnto the said T. his executors or assignes xx. s. of &c. at the feast of &c. next comming, and so forth yearely, and euery yeare at the same feast &c. xx. s. for the yearely farme of the said sheepe during the whole terme of the said fiue yeares: And also at the same feast of &c. at the end of the said fiue yeares, which shall be in the yeare of our Lord God 1594. do deliuer or cause to be deliuered vnto the same T. or to his certaine Atturney, executors or assignes xl. sufficient and good Ewes whole and sound, or else in recompence of the aforesaid sheepe ten pounds of lawfull &c. the said summe of money, or sheepe, to be receiued and taken at the election and free choise of the said T. his executors or assignes, That then &c.

Sect. 116 *A condition to pay money, or knowledge a Statute Staple.*

THe condition &c. That if the within bounden W.A. his executors or assignes on this side the feast of S. within written, doe well and truly content and pay, or cause to bee payed vnto the within named R.S. his executors or assignes C.li. of &c. at one whole and intire payment: Or else if the said W.A. on this side the said feast of S. shall by a certaine Obligation or Recognisance of the nature of a statute of the Staple, ordained and prouided for the recouery of debts, sufficiently recognise and knowledge before the chiefe Iustice of the Quenes Court of the plees of her Crowne to bee holden, or before her highnesse chiefe Iustice of her Court of Common Plees at Westminster in the Countie of Midd. himselfe to owe vnto the said R. his heires, executors, or assignes, one hundred pounds of &c. to be paid vnto the said R. or his certaine Atturney, his executors,

cutors, or assignes, at the feast of thannunciation of the blessed virgin Mary, which shall be in the yeare of our Lord God 1593. That then &c.

A condition to pay money by a day, or else to yeeld to an arrest.

THe condition &c. That if one I. W. of R. shall on the feast day of &c. Sect. 117
which shall be in the yeere of &c. well & truly content and pay, or cause to be contented and payed to the within named E. C. his executors or assignes iiij. li. of &c. according to the tenor of a certain writing obligatory, bearing date &c. wherein the same I. standeth bound to the said E. C. Or els if the said I. W. shal on the said feast day of &c. in proper person come and repaire vnto the Guildhall of the Citie of N. and there shall remaine from x. of the clocke &c. vntil vij. of the clocke at noone of the aforesaid feast day, ready to yéld himselfe to be arrested, to answer vnto such action and actions as shall be commenced against him at the suit of the said E. vpon the aforesaid writing obligatory, That then &c.

A Condition to pay money for a Chaine of gold vpon descent of lands to his wife.

THe Condition &c. That where the within named I. C. hath giuen to Sect. 118.
the within bound T. Y. one chaine of gold, if the said T. Y. his executors or administrators, in consideration & recompence of the said Chaine, within one moneth next after any of the lands, tenemẽts, or hereditamẽts, which late were the inheritance of one W. C. shall in the life of the said T. Y. remaine, discend, reuert, or come to A. now Wife of the said T. Y. by right of inheritance, or as heire to the said W. C. doe pay, or cause to be paid to the said I. C. the summe of fortie pound of good &c. That then &c.

A condition to pay after euiction.

THe Condition &c. That where the aboue bound I. A. hath lately Sect. 119.
bargained, granted, and sold vnto the aboue named R. C. and to his heires for euer, all that messuage and a Gardein thereunto adioyning, and another Gardein late &c. and a field called the Hall Gardein, and a Peddow, and a Craft called C. G. and other Hereditaments in T. aboue named, for the summe of &c. of lawfull money &c. as in a paire of Indentures thereof made betweene the said parties, bearing the date hereof, plainly appeareth: If therefore the said messuage, lands, tenements, and other the premisses, or any parcell thereof, bee at any time or times hereafter, lawfully euicted, deuested, or taken away from the possession of the said R. his heires, executors, or assignes, without any couin, deceit, or fraud, And after notice of such said euiction or taking away thereof

made to the ſaid I. his heires, executors, or adminiſtrators, at the Pariſh Church of B. aforeſaid, by the ſaid R. his heires, executors, adminiſtrators or aſſignes: Thē if the ſaid I. his heires, executors, or adminiſtrator, within one quarter of a yeare next after ſuch notice giuen, doe well and truly content and pay, or cauſe to be contented, and paid vnto the ſaid R. his heires, executors, or aſſignes, at the Font ſtone in the Cathedrall Church of Saint Paul in London, the ſumme of &c. of lawfull money &c. or as much of the &c. as the part or parcell of the ſaid meſuage, lands, tenements, or hereditaments, as aforeſaid, ſo lawfully euicted or taken away, is now worth, after the rate of the foreſaid bargaine or purchaſe, That then &c.

A Condition to pay money, after returne from R. &c.

Sect. 120. THe condition &c. That if the within bound T. T. his executors or aſſignes, or any of them, do pay, or cauſe to be paid to the within named W. C. his executors or aſſignes, or to any of them, the ſum of &c. of lawfull &c. at one entire payment, within one month next after the returne of the ſaid W. from R. in the parts of Italie into England, and true notice therof giuen by the ſaid W. C. to the ſame T. T. That then &c.

A Condition to pay money at his returne from &c.

Sect. 121. THe Condition of this obligation is ſuch, that whereas the within named D. S. is now minded to trauel perſonally to the Citie or Towne of I. in the prouince or Countrie ſometime called I. or to the place where the ſaid Citie or Towne ſometime was ſcituate and ſtood: if therefore the within bound A. B. his heires executors, adminiſtrators, aſſignes, or any of them, ſhall well and truly content, ſatisfie or pay, or cauſe to be contented ſatisfied or paied, vnto the aboueſaid D. S. his executors, adminiſtrators or aſſignes, the ſumme &c. of lawful &c. within &c. next after enſuing the day of the returne of the ſaid D. S. into the realme of England, from the ſaid place, and haue lawfully proued, ſhewed and declared or publiſhed vnto the ſaid A. B. his executors &c. by certificat or teſtimoniall vnder the ſeale of the ſaid city or towne of I. or of the next city, towne, or place, hauing a common ſeale, vnto the place where the ſaid city or towne of I. was ſcituate and ſtood, or vnder the ſeale of the ſtate of the city of Venice in Italie, or by other ſufficient or true proofes, that the ſaid D. S. hath bin perſonally at the ſaid city or towne of I. or at the place where the ſame towne or city ſometime was ſcituate and builded. That then &c.

A

A Condition to pay money at his returne, mariage, or death,

THe Condition &c. that where the within named N. S. hath bargained Sect. 122.
and ſold to the within bound Y. B. one gold ring for the ſumme of 3.
li. of good &c. if therefore the ſaid Y. his heires &c. doe well and truely pay
or cauſe &c. vnto the ſaid N. S. his executors or aſſignes, the ſaid 3. li. in
maner and forme following, viz. at and vpon the day of the comming or
arriuall of the ſaid N. into I. from the city of R. or within ten daies, next
after the ſaid arriuall, or at, and vpon the day of the celebration of the ma-
riage of the ſaid N. S. or at, or vpon the day of the deceaſe of the ſaid N.
viz. at the firſt of the ſaid daies or termes which ſhall next happen to come
to paſſe, That then &c.

A condition to pay money vntill, and at marriage, or after death.

THe Condition of this obligation is ſuch, that if the within bounden Sect. 123.
G. P. &c. ſhall well and truly content and pay, or cauſe &c. to E. D.
daughter of the within named I. S. or her aſſignes xx. s. ſterling yearely
and euery yere at the feaſt of &c. vntill the day of the mariage of the ſaid
E. the firſt paiment thereof to begin at the feaſt of E. within written.
And alſo ſhall truly content and pay, or cauſe to be contented and paied to
the ſaid E. or her aſſignes xl. li. of &c, at &c. vpon the day of the mariage of
the ſaid E. and if it ſhal fortune the ſaid E. to depart this world before ſhe
ſhalbe maried, then if the ſaid E. P. his heires &c. or one of them ſhal truly
content and pay, or cauſe to be contented and paied to the ſaid I. S. his exe-
cutors or aſſignes, the ſaid ſumme of xl. li. within one moneth next after
the deceaſe of the ſaid E. That then. &c.

A Condition to pay childrens parts.

THe Condition of this obligation is ſuch, that if the aboue bounden Sect. 124.
R. P. his heires, executors, adminiſtrators, or any of them, doe pay
and deliuer, or cauſe to be paied and deliuered vnto the aboue named
W. E. P. and A. naturall children of the aboue named N. late of R. a-
foreſaid, their late father deceaſed, their ſeuerall filiall portions or childs
parts, of the goods and chattels of their ſaid late father, according to the
Inuentorie thereof. And alſo account and render vnto them of all other
their rights due vnto them, or to any of them, by vertue of the laſt Will
and Teſtament of their ſaid Father, when they coms to lawfull age of
xxi. yeares, or be maried, or require the ſame. And alſo honeſtly, accor-
ding to their degrées, educate and bring vp the ſaid children during the
time of their nonage, with meat, drinke, apparrell, and learning. And if it
fortune any of the ſaid children to die before they come to a lawfull age, or
be maried as is aforeſaid, then if the ſaid R. P. do cõtent & pay the portion

and other such rights of him,her,or them so dying, to whom the law shall appoint the same to be paid, & which of right ought to haue the same. And also saue and kéep harmeless the aboue named reuerend father in God, master W.I. Commissary aboueſaid, and all other his officers and ministers against all men by reason of the premisses, That then &c.

Conditions to pay a rent.

Sect.125. THe Condition of &c. that where the within bounden A.B. hath lately taken in farm for the terme of vi. yeares of the within named C.D. one tenement, set and lying in the towne of W. &c. for the rent of xl.s. yearly to be paied, as in a paire of Indentures thereof made whose date is &c. plainely appeareth: that if the said A.B. or his executors, doe well and truly pay or cause to be paied to the said C.D. his heires and assignes the foresaid yearely rent of xl. s. at the dayes and termes accustomed according to the tenor and effect of the said indenture &c. That then &c.

A Condition to pay an Annuity, and not to sue a Replegiarie &c.

Sect.126. THe Condition of &c. that where the within bounden I.P. by his deed indented, bearing the date of this obligation, hath giuen and granted to the within named B. one annuity or annuall rent of x.li. of lawfull money of England, to be yearely paied, as in the said deed indented plainly appeareth. If therefore the said I.P. his heires, executors, or assignes, do well and truly content and pay, or cause to be contented or paied, the said annuity or annuall rent, without suing any Deliuery or Replegiarie, for any beasts, goods, or cattells at any time hereafter to be distrained for the same rent, or for any part thereof, and without making any rescous of any distres, or distresses, thereof to be taken, and without any manner of incloser, denier, forestalling or other disturbance or interruption of the said I.P. his heires, executors or assignes, or of any other person or persons by his or their procurement, assent, or agréement, That then &c.

A Condition to repay money receiued with a Prentice.

Sect.127. THe Condition &c. That where one E.S. sonne to the within named T.S. by his Indenture of apprenticehood, bearing the date hereof, hath put himselfe apprentice to the within named S. after the manner of his Apprentice to dwell with, and serue him from the feast of S. Thomas the Apostle last past before the date of these presents, vntill the end and terme of eight yeares thence next insuing, and fully to be complete and ended, as by the same Indenture more plainely appeareth. And where also the said T.S. the day of the date hereof hath paied and deliuered vn-

to

to T.S. the ſumme of rrr. pound &c. to occupy and imploy the ſame to his owne vſe, during the ſaid terme of eight yeares, if the ſaid T. and E. ſo long do liue, and the ſaid E. do ſo long dwell with him the ſaid T. S. And where alſo the ſaid T.S. by obligation bearing date &c. hereof ſtandeth bound to the ſaid T.S. for the payment of rr pound of &c. to be paied to the ſaid T.S. his heires, executors, or aſſignes, the tenth day of &c. next comming after the date hereof, as by the ſame Obligation more plainly appeareth, to the intent that he the ſame T. may imploy the ſame to his owne vſe during the ſaid terme, if the ſaid E. and T. doe both ſo long liue, and the ſame E. ſo long abide with the ſaid T. Therefore if it fortune the ſaid T.S. or the ſaid E. or either of them to die or deceaſe within the ſame terme of eight yeres, or if the ſaid E. within the ſame terme of eight yeres, ſhall happen to be ſet ouer to any other perſon or perſons to ſerue out his yeres, or ſuch part of the ſaid terme as he ſhall then haue to ſerue, or if the ſame E. do depart from the ſeruice of the ſaid T. his ſaid maiſter during the ſaid terme, or if the ſaid terme ſhalbe expired: Then if the ſaid T.S. his executors, adminiſtrators, or aſſignes, within thirty dayes next inſuing, after ſuch deceaſe of the ſaid T.S. or E. or from the ſetting ouer of the ſame E. or the departure of the ſame E. out of the ſeruice of the ſaid T.S. as is aforeſaid, or the expiration of the ſaid terme of 8. yeres which of them ſhall firſt chance to come or be after the date hereof, do well & truly pay, or cauſe to be paied to the ſaid T.S. his executors or aſſignes as well the ſaid ſumme of rrr. li. as alſo the ſaid ſum of rr. li. of &c. without fraud, couin, or deceit. That then &c.

A Condition to deliuer fagots. Sect. 128.

The Condition &c. That if the within bounden F. N. his &c. doe well and truly deliuer, or cauſe to be &c. one thouſand fagots of wood of Oke, Aſh, or Elme, of able good ſtuffe, after the rate of r. hundred to the thouſand, and fiue ſcore foure fagots to euery hundred, euery fagot to contiine in length foure foot and a halfe at the leaſt, and one yard within the band, and to be well made, and full and ſufficiently filled and bound, at, or on this ſide the feaſt of &c. at the manſion houſe &c. That then &c.

A Condition to pill and fell wood, to make and deliuer Fagots.

The Condition &c. That where the within bounden I. C. the day of the date within written, for a certaine ſumme of money to him by the within named E.M. at the enſealing of theſe preſents, well and truly paied, whereof the ſaid I.C. knowledgeth himſelfe to be ſatisfied and contented, hath bargained and ſolde to the ſaid E.M. all thoſe his tenne Okes, now ſtanding and growing in little M. in the countie of N. in a certaine Sect. 129.

wood, the parcell of a tenement there called C. as the said tenne Okes be already marked, out of the said C. to be felled by the ground in barking time, The barke to be pilled from them, and the topps of the said tenne Okes to be made into Fagot wood, called halfe hundred wood, and other blockes meet for the fire, to be deliuered to the said E. M. his executors or assignes, at the mansion house of the said E. within the said citie of M. at the costs and charges of the said I. C. his executors or assignes, before the feast of P. &c. Therefore if the said I. C. his executors or assignes, at his or their proper costes and charges, before the said feast of P. shall fell, or cause to be felled hard by the ground in barking time the said tenne okes, And shall pill the barke from them to the most aduantage of the said C. his executors or assignes. And make, or cause to be made all and singular the tops of the said ten okes, into good and sufficient fagot of wood called halfe hundred wood, and other blocks meet for the fire. And ouer that, if the said I. C. his executors or assignes, at his or their like proper costs and charges, before the said feast of P. shall deliuer, or cause to be deliuered to the said E. M. his executors or assignes, at the mansion house of the said E. within the city of M. aswell all and singular the bodies of the said tenne okes, and euery of them, with the barke from them to be pilled, as also all and singular the said fagot wood, called halfe hundred wood, & other blocks, comming and arising of the tops of the said ten okes, and euery of them, That then &c.

A Condition to deliuer Codd Fish.

Sect. 130. THe Condition &c. That where the within bounden T. B. hath bargained and sold vnto the within named W. K. one thousand Codde fish, commonly called Iseland Codde fish, good and merchantable, and well and sufficiently salted and dried, to be elected and chosen out of the Fish that shall be brought from Iseland, in any of the three ships of the said T. B. which be called by any of these names, viz. &c. to be cast out after the vse and order in that behalfe vsed: that is to say, all skins &c. And a hundred of that worst Codde fishes to bee cast out of the thousand, ouer and beside the thousand remaining. If therefore the said T. B: his executors, administrators, or assignes, at, or on this side the feast of saint B. thapostle within written, do well and truly deliuer, or cause to be deliuered vnto the said W. K. his executors, or assignes, at a certaine place called &c. one thousand Cod fish, of good stuffe, and merchantable, well and sufficiently salted and dried, to be chosen out of any of the aforesaid fish, or out of the said three ships, by the said W. his executors or assignes, and to be cast out after the order aboue prescribed, according to such maner and vse, as in that behalfe is vsed amongst fishermen or mariners, and according to the true meaning hereof. That then &c.

A Condition to deliuer a laſt of Salmon.

THe Condition &c. That where the within bounden W. W. the day of the date within written, hath bargained and ſold to the within named H. H. one laſt of Salmon, accompting twelue barrels for a laſt, good, ſalt ſweete, and marchantable, to be truly packed in barrels of Aſſiſe of the great bound, for the which laſt of Salmon, the ſaid H. knowledgeth himſelfe truly to be ſatisfied, contented and paid, if the ſaid W. W. his executors or aſſignes, well and truly without any delay, deliuer or cauſe to be deliuered to the ſaid H. H. or to his aſſignes, by the feaſt of S. Peter within written, the ſaid laſt of Salmon, good, ſalt, red, ſweet, and marchantable, franke and free at London, That then &c. Sect. 131.

A Condition to deliuer Oyles.

THe Condition of this Obligation is ſuch, that if the within bounden I. at any time before the feaſt of S. Michael tharchangell next coming after the date &c. deliuer, or cauſe to be deliuered vnto the within named W. R. his executors, adminiſtrators or aſſignes, at, or in the new manſion houſe of the ſaid W. R. ſcituate in the ſaid Citie of L. ten Tuns of Oyle, Ciuill, good, ſweet, marchantable, full, and well bound accordingly, That then &c. Sect. 132.

A Condition to deliuer Lead.

THe Condition &c. That if the aboue bounden I. H. his executors or aſſignes, do well and truly deliuer, or cauſe to be deliuered to the aboue named F. R. his executors or aſſignes, vpon the ſecond day of May next inſuing the date hereof, ten fothers of good, pure, and marchandizable bowle Lead, of the weight commonly called the bowle weight, moſt commonly vſed within the County of Derby, that is, after the rate and weight of thirty foot to the fother, euery foot to containe ſix ſtone, and euery ſtone to containe fourteene pounds at his Bowle hil at Hardwicke in the ſaid Countie of D. where commonly he vſed to burne his Lead, that then &c. Sect. 133.

A Condition to deliuer ſalt, or pay Money.

THe Condition &c. That if the within bounden R. & I. their &c. ſhall deliuer to the within named A. R. his &c. viij. ſcore weyes of Bayſalt, good, and marchantable, after the rate of twentie one for twentie, or if the ſaid R. or I. their heires or executors, doe not deliuer, or cauſe to be deliuered to the foreſaid A. and R. &c. before the ſaid feaſt of All Saints, the ſaid eight ſcore weighs of ſalt, in maner and forme aforeſaid: Then if Sect. 134.

the

the said R. and I. their heirs or executors pay to the above named A. R. &c. for and in consideration of the said eight score weighs of bay salt, in the feast of &c. three score li. of &c. That then &c.

A Condition to redeliuer Plate lent.

Sect. 135. THe Condition &c. That whereas the aboue bounden W. W. hath lent and deliuered vnto the aboue bounden I. P. certaine parcells of siluer Plate hereafter mentioned, weighing 228. ounces and a halfe Haberdepois weight, of the value of 68. pounds, and 10. s. of lawfull English money, after the rate of 6. s. for euery ounce of the same weight as particularly hereafter followeth: that is to say, one liuery Can guilt, weighing 44. ounces and a halfe, one other liuery Can guilt weighing 42. ounces and a halfe, one other drinking Can &c. If therefore the said I. P. his executors or administrators, or any of them doe within ten dayes next insuing the date hereof well and truly redeliuer, or cause to be redeliuered vnto the said W. W. or his certaine Atturney, executors, or administrators, or some of them, in the Hall of &c. All the same parcels of Plate, in such and so good plite, maner and forme in all respects as he the said I. P. or any other person or persons, for him, or to his vse, or by his appointment, hath or shall receiue the same, That then &c.

A condition to deliuer Corne.

Sect. 136. THe condition &c. That if the within bounden I. S. well and truly deliuer, or cause to be deliuered vnto the within named I. M. his &c. twenty quarters of wheate, white, and red, sweete, cleane, drie and merchantable with the best, on this side the feast of &c. That then, &c.

A condition for the deliuerie of Corne.

Sect. 137. THe Condition of this Obligation is such, that if the within bounden I. D. his executors, or administrators do well and truly deliuer, or cause to be deliuered to the within named E. G. his certaine Atturney or executors, at the mansion house of the said E. G. within the Citie of N. ten Combs of Rie, able, good stuffe, merchantable, faire, cleane, and by a lawfull bushell measured, & also ten combes of malt like stuffe, merchantable cleane, fine, and by a lawfull bushell measured, after the accustomed measure in the said citie of N. in manner & forme following: that is to say, on this side the feast of the Natiuitie of our Lord God the said ten combes of Rie. And on this side the feast of E. then next following the said ten combs of Malt, after the rate and measure aforesaid. That then &c.

A

A Condition to deliuer Coales.

THe Condition &c. do deliuer, or cause &c. T. C. his &c. at a certaine Sect. 138
place in the ward of C. within the city of L. cõmonly called & knowne by the name of the common Wharfe, &c. Chaldrons of Coales, commonly called New-castle, or sea-coales, well and truly measured, and as good, great, and large measure, as is commonly made and deliuered at the Key side in great Yarmouth, of very good, able stuffe, and merchantable with the best, on this side the feast of &c. That then &c.

A Condition to carrie Coales.

THe Condition &c. That if the aboue bounden T. C. his executors or 5
administrators, or any of them, at his and their only proper costs and charges, do lead, carrie, bring, and deliuer, or cause to be led, carried, brought, and deliuered to the said W. W. his executors &c. xl. good and sufficient waine loads of sea-coales, euery load thereof containing one whole rucke of coales, or more, from the coale pits, commonly called B. coale-pits, in the Lordship of B. aforesaid to the now dwelling house of the said W. W. in B aforesaid, at the seuerall times hereafter expressed, that is to say, x. loads of the said xl. loads parcell, before the feast of Penticost next insuing the date hereof, and other xx. loads of the said xl. loads before the feast of S. Michael tharchangel now nert insuing, and other xx loads of the said xl. loads, before the said feast of S. Michael the Archangell, which shall be in the yeare of our Lord 1597. And other iiij. loades of the said xl. loads residue, before the said feast of S. Michael, which shalbe in the yere &c. That then &c.

A Condition to seale an Obligation with a surety.

THe Condition of this Obligation is such, that if the within bounden Sect. 140.
T. T. his heires, executors, or administrators, and one other good, able, and sufficient person with the said T. S. on this side the feast of &c. do seale, and as their deeds sufficient in the law, deliuer vnto the within named I. C. his executors or assignes, one good, lawfull, and sufficient writing Obligatory in the Law, wherein the said T. S. and the other good, able, and sufficient person, and their heires, executors, &c. and euery of them shall be and stand bound ioyntly and seuerally vnto the said I. C. his &c. in the summe of 100. markes of good English money, indorsed with condition in due order and forme of law, for the true payment of xl. li. of like money, to be paied vnto the said I. C. his executors or assignes, in manner and forme following: that is to say, at the feast &c. x. li. at the feast of &c. then next insuing x. li. and so from thencefoorth yearely, and e-

uery

uery yeare then next and immediately following, at the feast of &c. r. li. of like mony, vntill the said rl. li. be fully satisfied and paid. That then &c.

A Condition to cause one to seale an Obligation.

Sect. 141. THe Condition &c. That if the within bounden I. C. before the feast of M. nert comming after the date hereof, cause W. C. &c. to be boūd by his writing obligatory sufficient in the law, and with his seale insealed vnto the within named T. in rl. pound, of &c. to be paied the r. day of A. &c. And also before the said feast, cause the said W. to deliuer the same Obligation for his deed vnto I. R. of H. to the vse of the said T. That then.

A condition to release &c.

Sect. 142. THe Condition &c. That if the within bounden B. C. do cause I. M. & E his wife, before the feast of Easter nert cōming at the costs & charges in the Law of the said B. by their sufficient deed in the law, to release, remit, & quite claime, to the within named, C. D. &c. and their heires, all their right, title, dower, and interest, which the said I. M. and E. his wife, or either of thē, haue, had, or may haue, of, & in all such lands, tenemēts &c. That then &c.

A Condition to make a Ioincture.

Sect. 143. THe Condition &c. that if the within bounden W. R. &c. or his heirs at their owne proper costs and charges, before the feast of E. nert after the date within written, make, or cause to be made vnto A. B. &c. a good, sure, sufficient, and lawfull estate in the law, of, & in all and singular those lands, tenements, &c. with the appurtenances in the city of L of the yearely value of r. li. &c. ouer and aboue all charges and repzises. To haue and to hold al the said lands and tenements with the appurtenances vnto the said A. B. &c. for terme of the life of M. G to the vse of the same M. G. and to her assignes for terme of her life, the which M. by the grace of God, shall marrie & take to husband the said W. R. And also if the said W. R. after the said estate, of, and in the lands and tenements afore rehearsed, doe suffer and cause to be done, all and euery such thing and things, as shalbe aduised by the learned counsell of the said A. B. C. D. &c. their heires and executors, to make the aforesaid state sure to the aboue named A. B. to the vse of the same M. for terme of her life, be it by recouerie, fines, feoffements, release, confirmation, and deeds, inrolled with warranty, or without warranty, or any of them, or otherwise, That then &c.

A Condition to make an Estate.

Sect. 144. THe Condition &c. That if the within bounden C. W. or his heires, within 16. daies &c. do make and deliuer, or cause to bee made and deliuered vnto the within named T. H. and his heires, a good, perfect, sure and

and lawfull eſtate in fée ſimple, of, and in three rods of frée land in C. called R. to the only vſe of the ſaid T. H. his heires and aſſigns for euer. And alſo if the ſaid W. or his aſſignes, ſhall not impaire any of the premiſſes, by felling of any wood or timber, or otherwiſe before or after the making of the ſaid eſtate, That then &c.

A condition to make a Iointure.

THe Condition &c. That where the within bounden I. C. by the grace of God, ſhall marrie and take to wife C. E. daughter of the within named R. E. If therefore the ſaid I. C. his heires or aſſignes, within the terme of one yeare next after the date within written, do conuey and aſſure or cauſe &c. vnto the within named R. E. & M. E. or their heires, ſo much lands, tenements, and hereditaments lying in the county of M. as then at the aſſurance making, ſhall be, and ſo continue to be of the yearely value of &c. by yeare, ouer all charges and reprizes. To haue and to hold the ſaid lands, tenements, and hereditaments vnto the ſaid R. E. and M. E. and their heires, to the vſe of the ſaid I. C. and C. E. and their heires for euer. And alſo if the ſaid I. C. or his heires, within 6. yeares &c. ſhall purchaſe ſo much other lands and tenements, as ſhall amount to the value of 30. pounds of good &c. and ſhall make the like conueiance and aſſurance of them to the ſaid R. and M. and their heires, to the vſe aforeſaid, That thē &c. Sect. 145.

A Condition for further aſſurance.

THe Condition &c. That where the within bounden W. R. for and in conſideration of a certaine ſum of money to him paied by the within named R. E. hath bargained and ſold vnto the ſaid R. all that meſuage &c. with thappurtenances, late &c. Of A. E. of M. Mercer, and C. his wife, late daughter of the ſaid R. M. and the heires of them, and euery of them, within the ſpace of &c. ſhall do and ſuffer, or cauſe to be done and ſuffered, all and euery thing &c. whatſoeuer, which ſhalbe deuiſed, aduiſed, or required of the ſaid W. his heires or executors, by the ſaid R. E. his heires or aſſignes, or the learned counſell of the ſaid R. his heires or aſſignes, at the coſts and charges in the law of the ſaid R. his heires or aſſignes, for the good and perfect conueying and aſſuring of all and ſingular the ſaid meſuages and premiſſes with thappurtenances, to be made ſure and perfect to the ſaid R. E. his heirs and aſſigns, to the onely vſe of the ſaid R. his heirs and aſſignes for euer, be it by fine, feoffement, deed, or Indenture, recouery with voucher or vouchers, confirmation, releaſe with warranty, only againſt the ſaid W. R. & his heires, or by any other way or meanes whatſoeuer &c. And &c. (As in Conditions to ſaue harmeles) that then &c Sect. 146.

L.

A Condition for making of a leaſe.

Sect. 147 THe Condition &c. That if Sir I. C. Knight, his heires or aſſignes, before the feaſt of Saint Michael tharchangell nert inſuing the date hereof, cauſe or procure K. M. of &c. to ſurrender, cancell, and to make fruſtrate, one Indenture of Leaſe to him made by the ſaid ſir I. of 4. cloſes, lying &c. & of all other the grounds, tenements, and hereditaments, mentioned and expreſſed in the ſaid Indenture of Leaſe. And moreouer, if the ſaid Sir I. his heires or aſſignes, do before the 11. day of Octob. nert inſuing make, ſeale, and deliuer vnto the aboue named, R. C. his executors or aſſignes, one good and ſufficient leaſe by indenture of the ſaid 4. cloſes, and of all and ſingular other the lands, tenements, and hereditaments, contained in the ſaid former Indenture of Leaſe, for the terme and ſpace of 21. yeres to begin and take effect from the feaſt &c. with a clauſe of reſeruation of the yearely rent of 20. s. to be inſerted in the ſaid Indenture: The ſame Leaſe, grounds, cloſes, and premiſſes, to be then diſcharged of all former leaſes, charges, bargaines, and incumbrances, had, made, or done by the ſaid Sir I. his heires and aſſignes. And laſtly, if the ſaid Sir I. his heires and aſſignes, and euery of them, doe from time to time, and at all times after the ſaid feaſt of S. Michael the archangell, within the time & ſpace of fiue yeares nert inſuing the date hereof, execute, ſuffer, and make, or cauſe &c. all and euery ſuch further act and thing &c. That then &c.

A Condition to performe an Exchange.

Sect. 148. THe Condition &c. That where the aboue bounden Y. B. hath giuen and graunted in exchange to the aboue named I. B. all thoſe &c. all which are contained and certainly expreſſed in one Indenture of the date of theſe preſents, made betweene the ſaid Y. B. &c. as by the ſame more at large it appeareth. If therfore the ſaid Y. B. do not at any time hereafter diſagree from the ſame exchange, nor doe not hereafter ſuffer to be done, any thing or act whereby the ſaid exchange ſhall or may be made void or fruſtrate: And further, do cauſe & procure all and euery heire and heires apparant of the ſaid Y. being of the full age of &c. to ratifie, confirme, and make perfect for euer the ſaid exchange within one &c. nert after ſuch heire or heires apparant ſhall accompliſh the ſaid age, That then &c.

A Condition to reinfeoffe.

Sect. 149. THe Condition &c. That whereas the within named Y. A. by his deed of feoffement, hath giuen, granted, and confirmed, and deliuered vnto

vnto the aboue bounden E. T. all that mannor, capitall meſuage, tene-
ments, and farme, called or knowen be the name of D. with all and ſingu-
lar thappurtenances, and alſo all other the meſuages, lands, tenements,
and hereditaments whatſoeuer, which now be, or late were accepted, re-
puted, vſed, knowen, or letten, to, with, or as part, parcell, or member of
the ſame mannor, tenement, or farme, with the rents, reuerſions, and ſeru-
ces, to the ſame belonging or appertaining. And all thoſe lands, tenements
and hereditaments, in H. in the ſaid County of E. To haue and to hold to
the ſame E. his heires and aſſignes, as by the ſaid deed of feoffment it
may more plainely appeare, if the ſaid E. or his heires, before the firſt
day of &c. next inſuing the date hereof, ſhall make, or cauſe to be made, at
the coſts and charges in the law of the ſaid H. A. ſuch ſure and lawfull
eſtate in fée ſimple, without condition or mortgage, to the only vſe of the
ſaid H. A. his heires or aſſignes, for euer of, and in the ſaid manor, chiefe
meſuage, tenement, farme, and all other the premiſſes with their appurte-
nances, as is or ſhall be deuiſed or aduiſed by the ſaid H. his heires or
aſſignes, by the Counſell learned of any of them. And alſo if the ſaid ma-
nor, and all other the premiſſes, and euery part thereof, at the time of the
ſaid eſtate and other aſſurance thereof made, ſhall be clérely exonerated
and diſcharged of all former bargaines, ſales, charges, and incumbrances
whatſoeuer, had, made, done, procured or ſuffered to be done by the ſaid E.
T. (the title of dower of S. the wife of the ſaid E. only excepted.) And alſo
if the ſaid E. T. and S. now his wife, and all and euery other perſon and
perſons now hauing any right or title, in, or to the premiſſes, by, or from
the ſaid E. T. from time to time, and at all times hereafter, within the
ſpace of ij. yeres next inſuing the date hereof, when and as often as they, or
any of them ſhall be thereunto reaſonably required by the ſaid H. his heires
or aſſignes, ſhal at the coſts & charges in the law of the ſaid H. A. his heire
or aſſignes, do, make, knowledge, and ſuffer to be done, all and euery ſuch
act or acts, thing and things, for the more better and further aſſurance of
the premiſſes to be had and made ſure to the ſaid A. his heirs, and aſ-
ſignes, as by the counſell learned of the ſaid H. A. his heires, executors
or aſſignes, ſhalbe reaſonably deuiſed or aduiſed, be it by fine, feoffement,
releaſe with warranty, or otherwiſe. And alſo if the ſaid E. T. ſhall for
euer hereafter acquit, diſcharge and ſaue harmleſſe, aſwell the ſaid H. A.
his heires and aſſignes, as the premiſſes, and euery part thereof, for and
concerning ſuch intereſt, dower, and title of dower, as the ſaid S. now the
wife of the ſaid E. ſhall or may haue, in, or to the premiſſes, by or after the
death of the ſaid E. T. That then &c.

A Condition to grant an Annuitie.

Sect. 150

THe Condition &c. That if the within bounden W. B. and F. B. or one of them, or the heires, executors, administrators or any of them, on this side the feast &c, do duly and lawfully grant, conuey and assure, or cause &c. vnto one C. Y. of &c. and M. his wife, by good and sufficient assurance in the law, one yearely rent or annuity of r. li. by the yeare, to be going and issuing out of the lands and tenements of the said W. B. and F. B. in C. &c. within the county of N. now being, and which hereafter for euer shall continue and be of the cleere yerely value of rr. li. of &c. ouer all charges and reprises, of which said lands, and tenements the said W. and F. or one of them at the time of the said annuity graunting and assuring, shalbe lawfully by good, lawfull, and sure interest, and title, sole seised in their demesne, as of fee, to their owne vses, without any condition or limitation which may alter or determine the same: The said rent or annuitie to be paied vnto the said C. M. his wife, or to one of them, and to the longer liuer of either of them, at the feasts of &c. by euen portions, To haue, hold, receiue, and inioy the said annuity or annuall rent of &c. vnto the said C. and M. and their assignes, and to the longest liuer of them at the feasts aforesaid, by euen portions yearely and euery yeare during the naturall liues of the said C. and M. and the longer liuer of either of them. And also if the said W. and F. or one of them at the said assurance making, shall haue full power, right, and lawfull authority, to conuey and assure the said yearely rent or annuity to be issuing out of the said lands and tenements aforesaid, vnto the said C. and M. his wife, and either of them, and the longer liuer of them. And also if the said W. and F. or one of them at the said granting and assurance of the said annuity, shall and will thereby charge the said Lands and Tenements with a sufficient clause of distresse, that if the said rent and annuity, or any part thereof, shall be at any time behind when it ought to be paied: That then it shall and may bee lawfull vnto the said C. and M. and euery of them, and the longer liuer of either of them, to enter in and vpon the lands and tenements aforesaid, and there to distraine, and the distresse and distresses there so found, to take, leade, driue, chase, and carrie away, and with them and either of them, and the longer liuer of them, to withhold and detaine, vntill the said C. and M. and the longer liuer of them, shall be of the said yearely annuitie of rv. li and also of rl. s. in the name of a paine for euery such default of paiment, together with the arrerages thereof, if any shall happen to be, fully satisfied and paid. And also if the said W. and F. or one of them at the said graunting and assuring of the said rent or annuity, as is aforesaid

said

ſaid, ſhalbe and ſtand lawfully ſeiſed of the lands and tenements, whereof the ſaid rent or annuity ſhall be ſo iſſuing or limited to iſſue, as is afore-ſaid, in their demeſne as of fée to their owne vſes, without any condition or limitation by good, lawfull, ſure intereſt, and perfect right and title, diſcharged or ſaued harmeles for euer, of, and from all manner charges incumbrances, except the rents and ſeruices to be &c. and except the ſaid rent or annuity. That then &c.

A Condition to ſurrender Cuſtomarie lands.

THe Condition &c. is ſuch, That where the within bounden I.R. hath bargained and ſold to the within named T.L. all that his meaſe with the edifices, and foure acres and a halfe of arrable land &c. with all their appurtenance &c. To haue and to hold the ſaid tenements and premiſſes, to the ſaid T. and to his heires, at the will of the Lord and Lords of the Manor whereof the ſame bin holden, after the cuſtome of the ſaid manor or manors whereof they be parcell, if the ſame I.R. at the nert Court or Courts to be holden at the ſame Manour or mannors, do ſurrender and yæld into the hand of the Lord or Lords of the ſaid manor for the time being, all his right &c. to the v'e of the ſaid T. and his heires, in ſuch wiſe, as the ſame T. or his heires ſhall and may be admitted tenants of the ſame, to hold the ſame to them and to their heires, at the will of the Lords afore-ſaid, after the cuſtome of the ſaid mannors. And alſo if the ſaid I. or his heirs, ſhall at all times hereafter diſcharge the premiſſes of all former bargaines, ſales, ioyntures, dowries, rents, fines, forfaitures, paines, and amerciaments, and other charges, had, done, cauſed, or made, at any time or times before the ſaid ſurrender, That then &c. Sect. 151.

A Condition to make a Boat.

THe Condition &c. That if the aboue bounden I.M. and I. B. their executors or aſſignes, or any of them, do, ſhall, and will well and truely worke and make, or cauſe to be wel and truely wrought and made, at the onely proper coſts & charges of the ſaid I. & I. their executors or aſſignes, one good, ſufficient, and perfect boat called a catch, to, and for the onely proper vſe and behoofe, of the aboue named S.S. And the ſame boat or Catch, do, and ſhall worke and make in greatnes and goodnes, both in length & breadth, & burthen, like vnto a certaine boat called a Catch of A. M. now already made & wrought: & the ſaid boat or catch, do and ſhal make broader in the bottome of the ſame, thē the ſaid boat or catch of the ſaid A. M. now is by the quantity of one hand breadth, & do & ſhall worke & make the ſame of good ſubſtantiall, & ſeaſonable timber wood, & all other ſtuffe requiſite & neceſſarie for the making thereof, and of ſo good workmanſhip Sect. 152.

in all points and properties, and to all purposes and intents, as the said boat or catch of the said A. H. now is made & wrought of, without all couin fraud, and deceit. And the said boat or catch, well, sufficiently, and perfectly wrought and made, as is aforesaid, do and shall well and truly deliuer or cause to be deliuered before the xv. day of I. &c. at M. in the said county of N. to the said S. S. his executors or assignes without further delay: So that the said S. S. his executors or assignes, or any of them, do, at and vpon the deliuerie of the said Boat or catch, well and perfectly wrought and made, as is aforesaid, content and pay, or cause to be contented and paid to the said I. M. and I. B. their executors &c. the iust and whole summe of vi. li. &c. That then &c.

A Condition to make an estate of lands by Fine.

Sect. 153. THe Condition &c. That where the aboue bounden W. P. hath receiued of the within named R. L. the summe of &c. if the sayd W. P. and M. his wife, in consideration of the said summe of &c. before the feast of &c. do make a sufficient and lawfull estate in the law in fee simple by fine in due forme of law, to be leuied at the costs and charges of the said R. L. to I. L. and W. L. of and in the lands and tenements in H. in the County of N. being of the inheritance of the said M. and of the yearely value of &c. to the intent that the said I. L. and W. L. shall by the same fine, grant and render againe the same lands and tenements to the said W. P. & M. during their liues, without fraud, impeachmēt of wast, the remainder after the decease of the said W. and M. to E. the wife of the said R. L. and daughter of the said W. and M. for terme of her life and after the decease of the said E. the remainder to the said R. L. and to the heires &c. And also if the said W. P. before the said feast of &c. make a lawfull grant to the said R. L. of all his whole terme and interest for yeares, which the said W. P. hath of the demise and lease of our Soueraigne Lord the king in the west grange, lately belonging to &c. That then &c.

A Condition to make reparations and fences.

Sect. 154. THe Condition &c. That where the aboue named T. H. hath and holdeth, or hereafter shall haue and hold one mesuage, xx. acres of arrable land, and one acre of meadow, in L. and S. in the Countie of E. for certaine yeares yet induring, for a certaine yearely rent, the remainder or reuersion thereof belonging vnto the said W. B. and A. his wife, and the heires of the said W. B. as by a certaine fine knowledged before Sir E. A. knight, Lord chiefe Iustice of the common Pleas at Westm. and

other

other the Quéenes Maieſties Juſtices of the ſame bench, of the ſame p̃miſſes, fo̱ that purpoſe, in the ſame terme of S. Trinitie laſt paſt, vpon graunt and render, plainly appeareth. If therefore the ſaid T. H. his execuo̱rs, adminiſtrato̱rs, o̱ aſſignes and euery of them, at his o̱ their owne p̃oper coſts and charges, ſhall at all times hereafter duing the continuance of the ſaid terme of yeares, in the ſaid fine exp̃eſſed, well and ſufficiently make, repaire, ſuſtaine, maintaine, and vphold, all the houſes edifices, walles, pales, hedges, fences, ditches, and watercourſes, and buildings, in, and vpon and about the demiſed p̃miſſes. And in the end of the ſame terme leaue the ſaid houſes & buildings ſo ſufficiently repaired ſuſtayned, maintained and vpholden, and the ditches, watercourſes, hedges, and fences, well and ſufficiently amended, ſcoured, and made. And alſo if the ſaid T. H. his execuo̱rs, adminiſtrato̱rs, o̱ aſſignes, and euery of them, ſhall during the terme afo̱reſaid, pay and beare all ſubſidies, outrents, taxes, and all other charges whatſoeuer, iſſuing out, of, o̱ from the p̃miſſes, o̱ any part thereof, and thereof diſcharge and ſaue harmeleſſe the ſaid W. G. and his wife, and the heires of the ſaid W. That then &c.

A Condition for the warranty of Woad, or other like thing.

THe Condition &c. That where the within bounden F. hath bargained and ſold, and deliuered to the within named R. one thouſand Bales of Tholouſe woad, of the marks of foure knots euery bale, and hath p̃omiſed and warranted vnto the ſame R. that euery ſet of the ſame woad ſhall make, when it is ſet and p̃oued, foure pound &c. if it be ſo that euery ſet of the ſame woad when it is ſet and p̃oued, make the ſaid warranty of 4. li. ſterling &c. o̱ if any ſet of the afo̱reſaid woad (reckoning th̃æ hund̃ed fo̱ a ſet) make not when it is ſet and p̃oued the ſaid warranty of 4. li. ſterling. And then if the fo̱reſaid F. from time to time, vpon due knowledge thereof to him made and giuen by the fo̱reſaid R. o̱ by his aſſignes, do wel and truely deliuer, o̱ cauſe to be deliuered to the ſaid R. o̱ to his certaine atturney, o̱ to his execuo̱rs, at the Bridgefoot in the city of L. as much Tholouſe woad of the goodneſſe and warranty afo̱reſaid, after 16. s. ſterling fo̱ euery ſuch hund̃ed weight thereof, as ſhall lacke in any ſet of the fo̱reſaid warranty of 4. li. ſterling, That then &c. Sect. 155.

A Condition to warrant the ſale of a ſhip.

THe Condition &c. That where the within bounden A. B. ſold vnto the within named C. D. a certaine ſhip called the H. of C. and all manner Sect. 156.

ner of battell instruments, furnishments, and apparell of the same ship with thappurtenances, for a certaine sum of money betweene them accorded, as in a bil of sale thereof made plainly doth appeare, if the said C. D. well and peaceably may haue, hold, inioy, and possesse to him, his heires and assignes, all the said ship, battell instruments, apparell, and appurtenances aforesaid, without contradiction, let, or disturbance of any person or persons, by reason of any lawfull claime or interest in the same, before the date of these presents had or made, according to the tenor and effect of the said bill, That then &c.

A Condition to inioy lands quietly.

Sect. 157. THe Condition &c. that if the within named A. may haue, hold, and peaceably possesse to him and to his heires and assignes, for euer, all those fiue messuages with the appurtenances, which sometime were the within bounden W. B without any disturbance, let, interruption, euiction, expulsion, impleading, molesting, veration or griefe, either of or by the said C. his heires, or any other person or persons whatsoeuer, hauing or pretending any manner right, title, vse, claime, or interest, of & in the said fiue messuages, or any part or parcell of the same. That then &c.

A Condition peaceably to enioy Corne or grasse.

Sect. 158. THe Condition &c. That where the within bounden R. C. by his writing indented, bearing date the day of the date hereof, amongst other things hath bargained and sold vnto the within named I. C. all his Barley growing vpon xx. acres of land, parcell of the Manour late of C. And the Pease and Fitches growing vpon &c. parcell of the said manor, and the grasse growing vpon all the meadow grounds belonging to the said manor, and the hempe growing vpon two hempe landes parcel of the said manor, containing by &c. as by the said writing indented more euidently appeareth. If the said I. C. his executors and assignes, shal or may peaceably and quietly fell, carrie away, haue, hold, and inioy, to him, his executors and assignes for euer, all the said corne, grasse, and hempe, without any lawfull let, interruption, disturbance, trouble, or veration of any person or persons, That then &c.

A Condition peaceably to enioy lands.

[redacted]159. THe Condition &c. That where the within bounden [redacted]. S. and M. his wife, by their deede of feoffement indented, bearing date &c. haue executed and made an estate vnto the within named W. F. and E. his wife, of a certaine tenement, and the moitie of a well in M. in the &c. as by the same deed it doth and may appeare, if the said W. and E. & the heires & assignes of the said W. shal and may for euer hereafter, haue, hold

and

and inioy all and ſingular the p̄emiſſes, and euery part thereof, acco̅rding to the teno̅r, fo̅rme, & effect of the ſame dēd indented, diſcharged, o̅r otherwiſe ſaued harmeleſſe fo̅r euer, of and from all manner of charges, troubles and incumbr̄ances, had, made, done, o̅r ſuffered by the ſaid T. and M. o̅r either of them, the rent and ſeruices from thencefo̅rth to be due o̅r payable fo̅r the p̄emiſſes, o̅r any part thereof, to the chiefe Lo̅rd o̅r Lo̅rds &c.

A condition to ſuffer one to enioy lands recouered.

THe condition &c. That if the within bounden Sir W. P. his execu- Sect. 160.
to̅rs, adminiſtrato̅rs, and aſſignes, and euery of them, do permit and ſuffer the within named S. M. his heires, executo̅rs, adminiſtrato̅rs, farmers, tenants, and aſſignes, and euery of them, peaceably and quietly to haue, hold, occupy and inioy, without let, diſturbance, vexation o̅r interruption of the ſaid S. W. P. his &c. the manno̅r of C. in the tenure and occupation of the ſaid S. M. and which lately belonged to the Chantry, P̄rouoſtrie, o̅r Colledge of C. in the ſaid county, and which one I. C. gentleman lately recouered, amongſt other lands and tenements, by a writ of Entre ſur diſſeiſin en le Poſt againſt E. A. Clerke, late P̄rouoſt of that ſaid Chantry, P̄rouoſtry, o̅r Colledge of C. afo̅reſaid, acco̅rding to the true meaning, effect, and intent of a paire of Indentures of award, indented and made betwēne the right honourable S. T. A. Knight, and S. E. M. K. bearing date &c. And alſo if the ſaid W. P. do yēerely fo̅r euer acquit and diſcharge the ſaid S. M. and his heires, of and from all ſuch tenths as ſhall be payable and demaunded on the behalfe of our Soueraigne Lady and her ſucceſſors, of, in, o̅r fo̅r the ſaid manno̅r, lands, & tenements, That then, &c.

A Condition to ſaue harmeleſſe.

THe Condition of &c. That where the within bound W. D. hath Sect. 161.
bargained and ſold to the within named I. T. all thoſe his meſuages lands, tenements, and hereditaments, both freehold and Copihold in H. L. C. and K. in the county of M. which W. D. deceaſed, Father to the ſaid W. o̅r any other to his vſe, were ſeiſed of, as by an Indenture made thereof bearing date &c. mo̅re plainly it doth and may appeare, if the within bound D. his heires, executo̅rs, and aſſignes ſhall from henceforth, from time to time acquite, diſcharge o̅r ſaue harmeleſſe, as well the ſaid lands, tenements, and hereditaments & euery parcell thereof, both freehold and copyhold, as alſo the ſaid I. T. his heires & aſſignes, againſt I. the late wife of the ſaid W. D. deceaſed, and againſt all other perſons of, and fo̅r the dower, title, eſtate and intereſt of dower, which the ſaid I. late wife of the ſaid W. D. deceaſed, hath o̅r is intituled, o̅r ought to haue, of, in

and to the said lands and tenements, and all other the premisses, or any parcell thereof, That then &c.

A Condition that lands be discharged.

Sect. 162. The Condition &c. That whereas the within bound T. D. by his deed indented, bearing date &c. hath made and executed an estate vnto the within named L. W. of and in foure tenements, with their appurtenances lying in N. &c. vnder a certaine condition in the said deed expressed, as by the same deed at large doth and may appeare. If therefore the said foure tenements with all their appurtenances, at the time of the said estate and feoffement making, were clerely discharged of all former bargaines, sales, titles, dowers, ioyntures, statutes merchants, and of the staple, annuities, leases, and of all other troubles, charges, and incumbrances, whatsoeuer they be: the said condition, and the rents and seruices to be due, and going out of the premisses to the chiefe Lord of the fee of the same onely except. And also if the said T. D. and E. now his wife, vpon the default of paiment of any summe or summs of money in the said deed of feoffement contained, shall make or cause to be made to the vse of the said L. W. his heires and assignes, such further, good and sufficient assurance, of and in the premisses, and euery part and parcell thereof, as shall be from time to time further deuised or required by the said L. W. his heires or assignes, or by his or their learned counsel, at the costs and charges in the law of the said W. L. or his heires or assigns, That then, &c.

A Condition to defend the title of lands lately recouered, and to pay costs expended about the same.

Sect. 163. The Condition &c. That where the within bounden S. W. W. and E. D. lately recouered the manor of E. and diuers other lands and tenements in E. aforesaid, by a common writ of Entre in the post against the aboue named E. T. and G. T. which recouerie was had to the vse of the said G. T. for terme of his life, without impeachment of wast, and after his decease to the vse of the aboue named E. T. for terme of his life, if the said S. W. W. and E. D. their executors, administrators, and assignes, and euery of them, doe hereafter at their costs and charges in the law, lawfully defend the said E. T. and G. T. against all such persons as hereafter shall make any lawfull entrie, in, or to the said manors, lands, and tenements, or that shall commence any action, bill, or plaint against the said E. T. and G. their tenants, farmers or seruants concerning the occupation, title, or interest of the said E. and also of the said S. W. W.

and

and E. D. their executors and aſſignes, do hereafter truly content and pay to the ſaid E. and G. their executors and aſſignes, all ſuch lawfull coſts and charges as they hereafter ſhall happen to beſtow and ſpend, in, and about the defence of their intereſt and title, which they haue in, and to the ſaid manors, lands, and tenements, That then &c.

A Condition to pay Money for Mariage.

THe Condition &c. That if the within bound E. Y. T. Y. and W. A. Sect. 164.
or one of them, their heires, &c. or any of them, do well and truly content and pay, or cauſe to be contented and paid to the Receiuer generall of the Maieſties court of Wards and Liueries, or to his lawfull deputie for the time being, to her highnes vſe, at all feaſts of &c. which ſhall be in the yeare of our Lord God &c. the ſumme of &c. in part of payment of &c. for the fine of the licence of mariage of E. Y. late wife of T. Y. Eſquire deceaſed, That then &c.

A Condition to bequeath goods to a Wife.

THe Condition &c. That if the within bound W. C. ſhall giue, bequeath Sect. 165.
and appoint, by his laſt Will and teſtament, vnto A. S. whom the ſaid W. C. intendeth to take to wife, if it pleaſe God to ſpare him life, ſo much of his proper goods and chattells as ſhall extend and be worth one C. Markes. And that the ſaid A. and her executors after the deceaſe of the ſaid W. C. ſhal and may quietly haue, and inioy, & poſſeſſe the ſame goods and chattels, according to the ſame laſt will and Teſtament, without let or interruption of the executors or adminiſtrators of the ſaid W. C. or of any other perſon or perſons, That then &c.

A Condition to get the aſſent of the Counſell of the Court of Wards, to let certaine lands.

THe Condition of &c. That whereas the ſame I. F. by vertue of a Sect. 166.
Leaſe to him made out of the Court of wardes and Liueries, vnder the Seale of the ſame court, is at this preſent time poſſeſſour, for, and during the Minoritie of T. Y. the Quenes Maieſties ward, of, and in one great, large, and capitall meaſe, farme, or tenement in W. aforeſaid, and of diuers paſtures, cloſes, lands, and tenements in W. aforeſaid, of the yearly rent of &c. of the inheritance of the ſaid T. Y. whoſe committee thereof I. W. now is, In which leaſe there is a Prouiſo or a condition, that he the ſaid I. B. ſhall, ne may, without the ſpeciall licenſe of the Counſell of the ſaid Court of Wards and Liueries, alien, bargaine, or ſell his ſaid intereſt and terme, of, and in the ſaid premiſſes, to any perſon or perſons

or persons, vnder paine of forfeiture of the said interest: If therefore the said I. B. at, or before the day of &c. next insuing the date aboue written, do procure & lawfully get & obtaine the good wils & assents of the cõsell of the said court of Wards and Liueries, for to alien, giue, and graunt his said interest and estate of, in, and to the said capitall mease and premisses to the said I. W. and his assignes, and at, or before the same day of &c. assure and lawfully conuey the same his interest and estate, of, and in the said premisses, together with the deed of the lease thereof to the said I. W. and to his vse, discharged, of, and from all former bargaines, sales, charges, and incumbrances whatsoeuer, by him the said I. B. or by his consent or meanes done, suffered, or procured, and also, at, or before the said day of &c. deliuer or cause to be deliuered to the vse of the said I. W. his executors or assignes, the said deed or Indenture of the said Lease, that then &c.

A condition for the occupying of two Boates and certaine Nets.

Sect. 167. THe Condition &c. That where the within bound H. H. and the within named I. W. are proper owners of one Boat called the A. of the burthen or weight of six Tunne, or thereabouts, with sales, tacklings, cables, and ankers, and other apparrell and furniture to the same boat belonging, and also of iiij. Herring nets, and Mackrell nets: And whereas also the said H. and I. are likewise owners of three parts of an other Boat in foure diuided called the M. of the burthen of an T. tun, with the three parts of all manner of sailes, tacklings, cables, and ankers, and all other furniture and apparrel to the same boat called the M. belonging &c. And whereas also the said I. W. is proper owner of one Net called a set net, with two ankers, and other necessaries thereunto belonging, which boats and nets, by the consent of both the said owners, are put to the vse of the said H. H. for the affaires and voyages of fishing, called Herring faire, and Mackrel faire, to be made from time to time, as well for the benefit and commoditie of the said I. as for the commoditie of the said H. H. Now if the said H. H his executors, &c. doe at all times hereafter without fraud or guile make a iust accompt, and true and perfect reckoning, to the said I. his executors, &c. of, for, and concerning the benefits, profits, and commodities of euery voyage called herring and mackrell faire, from time to time, when he shall be hereunto lawfully required, and do yeeld and pay vnto the said I. his executors &c. the moitie of euery such profits and commodities had and made of euery such voyages without fraud or collusion, and shal be answerable to the said I. his executors &c. for the moitie of the said Boats, Nets, and apparell, when he shall be thereunto lawfully required: Except alwaies the misfortune, and casualties of the Sea to be at the aduenture of the said I. That then &c.

A Condition to purchase and sell.

THe Condition &c. that if the within bounden S. C. at any time hereafter doe buy or purchase to him and his heires for euer, the manno^r of C. with the appurtenances in F. within written, then if the said C. at the request of the within named I. D. bargaine and sel, giue, graunt, and lawfully assure to the within named I. and to his heires for euer one parcell of land containing by estimation iij. acres, parcell of the said manno^r, for so much money, and as good cheape as the said C. doth buy the same parcell of three acres, after the rate of the purchase of the said whole manno^r and not otherwise, so that the money be paied to the said C. at the time of the said bargaine or estate thereof to be made without any fraud or deceit, That then &c. Sect. 168.

A Condition not to purchase an appeale.

THe Condition &c. That if the aboue bounden A. W. nor any for her or in her name, to her knowledge, or by her meanes, aduice, cõsent or procurement, do from henceforth willingly commence, prefer, prosecute or follow any indictment, appeale, or any other action or suit, neither voluntarily giue, or procure to be giuen any euidence or proofe against &c. nor against any of them, for or concerning the death or killing of W. W. late husband to the said A. W. nor willingly do or cause to be done any act or thing whatsoeuer, for the further suing or inditing of &c. for or concerning the death or killing of the said W. W., That then &c. Sect. 169.

A condition not to prosecute any action in the spirituall Court.

THe Condition &c. That where heretofore there hath bin processe procured by the aboue bounden T. T. forth of the Quænes Paielties ecclesiasticall Court at Yorke, against Agnes then called by the name of A. W. whom the aboue named G. W. hath now espoused and taken to his wife, vpon pretence of a precontract surmised by the said T. S. to be made betweene him the said T. and the said Agnes. If therefore the said T. S. nor any for him or in his name, by his meanes or procurement, doe from henceforth prosecute and follow, or cause to be prosecuted and followed the said suit against the sayde A. nor against any other person or persons that heretofore haue had any dealing in the said suit or matter on the part and behalfe of the said A. nor doe at any time hereafter procure or commence, nor cause to be procured or commenced any other suit or processe forth of the same Ecclesiasticall Court, Sect. 170.

or

or any Court hauing authority to hold plea thereof against the said G. W. and A. now his wife, or against any other person or persons, that haue trauelled or dealt in that cause against the said T. S. or that haue trauelled on the behalfe of the said A. And moreouer if the said T. S. at all times hereafter within one yeare next insuing the date thereof, doe and suffer to be done all and euery such act and acts, thing and things, as hereafter shall be deuised or aduised by the counsell, the said G. and A. for the cleere and vtter determination and discharge of al such pretended right or claim, as the said T. S. hath, might, or may haue, challenge or make against the said A. by vertue or colour of any precontract or promise betweene him the said T. and the said A. surmised or pretended, or by reason of any other matter whatsoeuer heretofore had or moued betweene the said T. S. and the said A. at the costs and charges in the law of the said G. W. that then &c.

A Condition to performe Conenants.

Sect. 171. THe Condition &c. That if the within bounden T. F. &c. doe well and truly hold, performe, obserue, fulfill and keepe all and singular couenaunts, graunts, articles, payments, promises, and agreements, which on the part and behalfe of the said T. F. his heires, executors, &c. or any of them are to be holden, performed, obserued, fulfilled, and kept, contained, written, declared and specified in one paire of Indentures bearing date &c. made betweene the said T. F. of the one partie, and the within named S. T. on the other partie, according to the tenor, purport, true intent and meaning of the said Indentures, That then &c.

To performe an award.

Sect. 172. THe Condition &c. That if the aboue bounden E. L. his executors, and administrators, and euery of them, for his and their part and behalfe in all things doe well and truly stand to, obey, performe, fulfill and keepe the award, arbitrement, order, rule, deeme and iudgement of A. C. A. P. H. D. and R. S. arbitrators indifferently chosen as well on the part of the said E. L. on the one party, as on the part of the aboue named I. I. on the other partie, to arbitrate, award, order, and iudge of, and vpon all, and all manner of actions, suites, debts, accompts, trespasses, controuersies and demaundes, whatsoeuer, had, moued, or depending, or which might haue beene had or moued betweene the same parties, at any time before the date aboue written; So alwaies as the same Arbitrators do make their award and iudgements, of, and concerning the premisses, by writing indented vnder all their hands and seales, on this side the twentieth day of June

June nert comming, and one part of the said writing indented vnder all their hands and seales, and the same deliuer, or cause to be deliuered to the said E.L. or his assignes, requiring the same, vpon the same twentieth day of June nert comming, at the now dwelling house of the said A.P. set and being in Eastcheape in London, betweene the howers of 2. and 5. of the clock in the after noone of the same day. And also if the said E L. doe not discharge the said Arbitrators, nor any of them in the meane time, That then &c.

A Condition to performe an Award of lands, and to shew Euidences.

THe Condition &c. That if the within bounden H.I. and I.M. doe Sect. 173.
stand to, obey, performe, kæpe, and fulfill the award, arbitrement, ordinance, rule, and iudgement, of B.W. &c. & D.H. arbitrers indifferently named, elected, and chosen, aswell on the part of the within named R. as on the part of the said H.I. to arbitrate, ordeine, and dæme aswell of, and vpon the right, title, interest, vse, and possession of a garden, lying &c. as of, and vpon all actions, trespasses, quarrels, suits, debates, debts, demands, and al other griefes, and inconueniences, had, moued, stirred, or depending betweene the said parties concerning the same garden. And also the said H.I. before the feast of Easter nert comming &c. shew vnto the said Arbitrers all such writings as he hath in his possession concerning their right, title, vse, interest, or possession of the foresaid garden, in such wise that the said arbitrers be not delayed to make an arbitrement, of, and in the premisses for want of the sight of the said writings and euidences: So alwaies that &c. That then &c.

A Condition that a Prentice shall not waste his Masters goods.

THe Condition &c. That where one I.S. the sonne of the within boũ- Sect. 174.
den A.S. by his writing indented, bearing date the day of the date of this present obligation, hath put himselfe apprentice to the within named R.E. to the craft of a Cutler, from the feast of S. Michael the Archangel last past, vntill the end of the terme of seuen yeares from thence nert following, as by the same Indentures more plainely appeareth, If the said I.S. shall at any time during the said terme, willingly or negligently cast away, consume, or waste any of the goods or chattells of the said R.E. then if the said A. S. his executors or administrators, vpon a lawfull proofe made of the casting away, consuming, or wasting of the said goods

or

or chattels, shall content and pay, or cause to be contented and paied to the said E. R. his executors or administrators, the value of all such goods and cattels, as shall so fortune to be cast away, wasted, or consumed, from time to time, vpon the said lawfull proofe made of the same, during the said terme. Prouided alwaies, that the said A. his executors or administrators, shall not be chargeable or compellable by this Obligation to pay, satisfie, or recompence vnto the said R. E. his executors or administrators aboue the summe of fortie Markes, That then &c.

A Condition for a Seruant, or apprentice.

Sect. 173. THe Condition &c. That where the within named I. T. before the sealing and deliuerie of this Obligation hath hired and retained the within bounden W. D. to serue the said I. from the day of the date hereof, for and during the terme of three whole yeares thence next insuing. If therefore the said W. D. from the day of the date hereof, shall dwell, tarrie, serue, and abide, to and with the said I. his executors and assignes, vnto the full end and terme of three whole yeares now next insuing and fully to be ended. And also shall during the said terme, well, faithfully, and obediently serue the said I. his executors & assignes, in all such workes, businesse, and affaires, as the said W. shal be put vnto, according to the power, wit, and abilitie of the said W. D. without absenting himselfe either by day or night, without licence of the said I. his executors or assignes during the said terme. And also if the said W. shall not during the said terme either waste or consume the goods and cattels of the same I. his executors or assignes, but shall behaue himselfe honestly and obediently towards the said I. his executors or assignes as a iust, faithfull, and honest seruant ought to doe during the said Terme, to all intents, respects, and purposes, That then &c.

A Condition not to disannull a Letter of Atturney to receiue debts.

Sect. 174. THe Condition &c. That where the aboue bounden R. B. hath made a Letter of atturney vnto the within named R. F. to receiue of R. C. of &c. and R. M. of &c. all and singular such summes of money as are due and owing vnto the said R. B. by and from the said R. C. and R. M. by their three seuerall writings obligatory bearing date the &c wherein the said R. and R. stand ioyntly and seuerally bound vnto the said R. B. and euery of them in the summe of &c. indorsed with condition in euery of them, for the payment of &c. as by the same letter of atturney, and writings obligatory

ligatorie aforeſaid, it doth appeare. If the ſaid R. B. doe not at any time hereafter reuoke or diſanull the ſaid letter of atturney, nor make any letter of atturney, concerning any of the ſaid writings obligatorie to any perſon or perſons, other then to the ſaid R. F. his executors or adminiſtrators. And alſo if there be ſuch perſons dwelling in the ſaid Towne of Y. as be called and named by the names and additions of R C. and R. Y. and alſo if the ſaid three ſeuerall writings obligatory, and euery of them be the good, lawfull, ſure, and ſufficient deeds in the law of the ſaid R. C. and R. Y. and euery of them. And alſo if the ſaid R C. and R. Y. their executors and adminiſtrators, and euery of them, now be, and ſhall continue and be ſufficient in habilitie and ſubſtance to anſwere and ſatisfie the ſaid debts and euery of them, ouer and beſides all other debts which they or any of them now, or hereafter do or ſhall owe, or be charged with to any perſon or perſons. And ſhall haue alwaies Aſſets in their owne hands, occupation, and poſſeſſion, during and vntill ſuch time as the ſaid debts and euery of them, or all ſuch ſummes of money as are ſpecified or contained in the Indorſements of euery of the ſaid writings obligatory, ſhall be fully anſwered, ſatisfied, or payed vnto the ſaid R. his executors or aſſignes. And alſo if the ſaid R. B. his executors and adminiſtrators, ſhall and will at all times hereafter, at the coſts and charges in the law of the ſaid R. F. his executors or adminiſtrators, auow, iuſtifie, and proſecute with effect to finall end, all and euery ſuch action or actions, ſuits, and plaints, iudgements, and executions, as the ſaid R. his executors &c. ſhall cauſe to be attempted, commenced, affirmed, purſued, awarded, or adiudged, in the name of the ſaid R. B. his executors or adminiſtrators, againſt the ſaid R. C. and R. Y. and either of them, or the heires, executors or adminiſtrators of any of them, for the recouerie of any ſumme of money in the ſaid writings obligatorie, or any of them, or in the indorſements of any of them contained, and ſhall not willingly be nonſuit, nor ſuffer any nonſuit to be in the ſame action, actions, ſuits, plaints, iudgements, or executions, nor any of them, nor hath not heretofore done, nor hereafter ſhall doe, ſuffer, or make any act or acts, thing or things, releaſe, or acquitance, whereby the ſaid writings obligatory, or any of them, or any ſum of mony in thē, or any of thē, or in the indorſement of any of them contained, or any of the ſaid action or actions, ſuits, &c. or any other benefit ariſing by reaſon of any the premiſſes, ſhal or may be in any wiſe releaſed, acquited, diſcarged, barred, defeated, or auoyded, without the cō'ent & agreemēt of the ſaid R. F. his executors or adminiſtrators. And alſo if the ſaid R. hath not receiued any part of the ſums of money in the ſaid writings obligatory, or any of them, or in the indorſements of any of them contained. And alſo if the ſaid R. B his executors or adminiſtrators, ſhall and will permit and ſuffer the ſaid

R. F.

R. F. his executors or administrators, to receiue and take the whole aduantage and benefit of the said writings obligatory, and summes of money aforesaid, action, actions, suits, plaints, iudgements, and executions, and euery of them, to the onely vse of the said R. F. his executors and administrators. And also if the said R. B. shall at the like costes of the said R. F. his executors and administrators, or at the request of any of them, doe and suffer all and euery other and further act or acts, whereby the said R. F. his executors and administrators shall or may attaine vnto the said benefit and aduantage of the premisses. And also if the said R. B. his executors or administrators shall not at any time hereafter demaund any accompt to bee yeelded to him, or them, by the said R. F. his executors or administrators, for, or concerning the premisses, or any part thereof, That then &c.

A Condition not to disannull a Letter of attorney for lands.

Sect. 177. The Condition &c. That where the within bounden I. B. and E. B. haue made a Letter of attourney vnto the within named W. T. to recouer all manner of lands and tenements whatsoeuer, which to the said I. B. and E. discended and came, or ought to haue discended and come, as heires of M. B. their late father deceased, as by the same Letter of attourney &c. if the said I. B. and E. B. or any of them shall not at any time hereafter reuoke or disannull the said letter of Attourney. And also if the said I. and E. or either of them, shall and will at the costs and charges in the law of the said W. T. his executors, or administrators from time to time, and at all times hereafter, auow, iustifie and prosecute with effect to finall end, all and euery such action and actions, suites and plaints, as the said W. his executors, or administrators, shall bring, attempt, or commence in any of her Maiesties Courts, in the names of the said I. E. and W. against any person or persons whatsoeuer, for the recouerie of any such the lands or tenements, as were the said M. W. And shall not willingly be nonsuit or suffer any nonsuit or discontinuance or retrarit to bee in the same action, actions, suits, or plaints, or any of them. And also if the said I. and E. or any of them shall not doe or willingly suffer to be done any act or acts, thing or things whatsoeuer, whereby the title, right, or interest of the said I. and E. and either of them, of, in, or to the said lands, and tenements aforesaid, or any of them, or any action or actions, suit, or plaint, commenced or to be commenced or attempted by the said W. against any person or persons in the name of the said I. E. and W. shall or may be letted, hindred, discharged, annihilated, adminished, defeated or auoided, without the consent and agreement of the said W. his execu-

tors

oꝛs oꝛ adminiſtratoꝛs. And alſo if the ſaid I. and E. and euery of them and their heires, ſhall and will after ſuch recouerie ſo had, as is afoꝛeſaid, at the reaſonable requeſt of the ſaid W. oꝛ his heires, conuey and aſſure to the onely vſe of the ſaid W. his heires and aſſignes, all their part and poꝛtion of the lands and tenements, ſo to be recouered, and all their right, title, and intereſt which the ſaid I. and E. oꝛ either of them, oꝛ any of their heires ſhall then haue, oꝛ ought to haue, of and in the pꝛemiſſes oꝛ any part oꝛ parcell thereof, with Couenants of being diſcharged &c:

A Condition to performe a will.

THe Condition of this obligation is ſuch, That where the within bounden I. W. ſhall (by the grace of God) marrie and take to wife R. A. of N. late the wife of E. R. deceaſed. And where alſo the ſaid E. R. by his teſtament and laſt will named and oꝛdained the ſaid R. A. ſole executrix of the ſame his teſtament and laſt will, and by the ſame hath giuen and bequeathed to A. x. li. &c. to be paied &c. to F. R. vij. li to be paied &c. if the ſaid I. W. his executoꝛs oꝛ adminiſtratoꝛs ſhall well and truely pay to the ſaid A. the ſumme of x. li. &c. at the ſaid day &c. and to the ſaid F. R. vij. li. &c. at the ſaid day &c. And alſo if the ſaid I. W. his executoꝛs oꝛ adminiſtratoꝛs ſhall fulfill and truly accompliſh and perfoꝛme the ſaid teſtament and laſt will of the ſaid E. R. and alſo truely ſatisfie, content and pay all legacies, gifts and bequeſts contained and ſpecified in the ſame laſt will and teſtament, accoꝛding to the tenoꝛ, purpoꝛt and true meaning of the ſaid teſtament, and laſt will, That then &c. Sect. 178.

A condition to performe a will, and ſaue harmeleſſe the executors thereof.

THe Condition &c. That where the within named T. L. hath authoꝛiſed the within bounden D. F. to fulfill the teſtament and laſt will of one C. L. father to the ſaid T. L. in ſteede of the ſame T. and hath aſſigned all his right of executoꝛſhip vnto the ſaid D. F. Now if the ſaid D. F. doe perfoꝛme the ſaid teſtament and laſt will of the ſaid T. L. deceaſed, and alſo doe acquit, diſcharge and ſaue harmeleſſe the ſaid T. L. at all times hereafter againſt all and euery perſon oꝛ perſons whatſoeuer, of, foꝛ, oꝛ concerning all actions, ſuits, demands, legacies, and all libels hereafter to be bꝛought againſt the ſaid T. L. by reaſon of the ſaid teſtament and laſt will of &c. That then &c. Sect. 179.

A

A Condition not to meddle with Executorship.

Sect. 180. THe Condition of this obligation is such, that whereas the within bounden I. I. hath assigned and committed all his right of executorship of the testament and last will of S. I. late deceased, vnto the within named R. R. and hath fully for her part authorised, licenced, and assigned the said R. onely to doe all and euery thing and things by himselfe and his assignes concerning the execution of the said last will and testament. That therefore if the said S. I. shall not intermeddle with the administration of any part of the goods and cattels, money, debts, or plate of the said Testatour, without the consent of the said R. his heires or executors, but shall at all times hereafter, and from time to time permit and suffer the said R. R. his executors & assignes, to administer, al such goods, cattells, money debts, and plate, as at the day of the making herof bëen in the custodie of the said R. R to be administred, or in the hands or possession of any other person or persons, except such goods, cattels, money and plate as bëene in the possession and custody of the said I. I. of the said Testators, which is or are to be administred, as shall be thought good by the said I. I. And further if the said I. I. his heires, &c. doe not discharge any debt of the said Testators, without the consent of the said R. R. his executors, or administrators, nor any action which the said R. R. or his executors, shall iustly attempt and bring against any person or persons, to, or for the recouerie of any of the debts, goods, and cattels of the said Testator, That then &c.

A Condition not to doe any act as Executor, without consent of his Coexecutor.

Sect. 181. THe Condition &c. That where one C. B. late of N. widow deceased, by her Testament and last will, named, ordained, and constituted the within bound M. B. and the within named N. I. to be executors of the same her Testament and last will, as by the same last will and testament amongst other things appeareth, If the same M. B. shall not at any time hereafter make, or cause to be made, any release, acquitance, or other discharge to any person or persons, for, or concerning any of the debts, goods, or cattels, which were the said C. B. the day of her decease, nor shall doe, suffer, or cause to be done, or suffered to be done, any other act or acts, thing or things, in, or about the execution of the said Testament and last will of the said C. without the assent, consent, and agreement of the said N. I. That then &c.

A

A condition not to ſell Lands, but to the Obligee for a ſumme certaine.

THe Condition &c. That if the within bound I. Y. the day of the date of theſe preſents be true and lawful owner of a good, perfect, abſolute, and indefeaſible eſtate in fee ſimple, to his owne onely vſe, of, and in one tenement with the appurtenances, in A. &c. and hath not at any time ſince the firſt day of October laſt paſt before the date hereof, bargained, aliened ſold, or put away, nor ſhall at any time hereafter alien, ſell, or by any waies or meanes put away the ſaid tenements and premiſſes, or any part thereof, to any perſon or perſons, other then to the within named E. S. his heires or aſſignes: So that the ſaid E. S. his heires or aſſignes will content, ſatisfie, or pay, or cauſe to be contented, ſatisfied, and payed, vnto the ſaid I. Y. the ſumme of &c. pounds, of &c. for ſuch good, perfect, and ſufficient aſſurance in the law of an eſtate in fee, of, and in the ſaid tenements and premiſſes, and euery part, and parcell thereof, to be conueyed from the ſaid I. Y. his heires and aſſignes to the ſaid E. S. his heires and aſſignes for euer, diſcharged, of all manners of titles, charges, and incumbrances whatſoeuer, as ſhall be deuiſed, or aduiſed by the ſaid E. S. his heires or aſſignes, or by his or their learned Councell in the law, That then &c. Sect. 182.

A Condition that a mans Wife ſhall claime no Dower, but releaſe vpon requeſt.

THe Condition &c. That where the within bound W. A. hath bargained and ſold to the within named T. M. all thoſe his lands and tenements, aſwell freehold as copyhold, in S. in the county of M. if the ſaid T. M. his heires and aſſignes, ſhall or may at all times hereafter, haue, hold, occupy, and inioy as much of the premiſſes as be freehold, without let or interruption of M. now wife of the ſaid W. or her aſſignes, by reaſon of any intereſt or title of Dower, that ſhe the ſaid M. may fortune hereafter to claime, of, or in the ſame premiſſes being freehold, if ſhee ſhall happen to ſuruiue the ſaid W. A. her husband. And further, if the ſame T. M. ſhall be minded at any time within the ſpace of one yeare next comming after the date hereof to haue the ſaid M. to releaſe all her right, title, and intereſt, of, and in as much of the premiſſes as be freehold, then if ſhe the ſaid M. vpon a reaſonable requeſt to her thereof made by the ſaid W. A. his heires or aſſignes, ſhall lawfully releaſe all the right and title, of, & in the ſame premiſſes, to the vſe of the ſaid T. M. his heires and aſſignes, at the onely coſts and charges in the law of the ſaid T. his Sect. 183.

heires and assignes. And also if the said M. at the next Court or Courts, which shall be holden for the manor or manors, whereof the copyhold premisses bene holden (hauing of the same courts so to be holden reasonable knowledge, notice, or warning to her giuen by the said T. M. his heires &c.) shall lawfully surrender and release all her right, title, and interest, of, and in the same copihold premisses to the vse of the said S. M. his heirs and assignes, the same premisses then being clerely discharged, or otherwise from time to time sufficiently saued harmeless, of, and from all former bargaines, sales, titles, fines, amerciaments, issue, forfeitures, and other charges and incumbrances whatsoeuer they be, had, made, done, or charged by the said W. A. or by any other person or persons by his assent or commaundement, (the fine or fines for the taking of the premisses being Copihold or customarie tenure by the said T. his heires or assignes and the rents and seruices from thencefoorth to be due to the Lord or Lords of whom the same premisses bene holden onely excepted.) That then &c.

A Condition that an estate is good, and that the wife shall clasme no dower.

Sect. 184. THe Condition &c. That where the within bound R. S. by his deed of feoffement, bearing date the day of the date of this present obligation, hath made and executed an estate in fee simple, to the within named T. Y and his heires, of, and in the tenement &c. and which did descend to the said R. S. as sonne and heire of L. S. his father deceased, as by the same deed of feoffement more plainly appeareth. If the said estate bee good, lawfull, perfect, and sure to the said T. Y. and his heires, according to the tenor and effect of the said deed of feoffement. And also, if the said tenement at this time be clerely discharged of all former bargaines, sales, titles, interests, statutes, recognisances, rent charges, arrerages of rents, and all other troubles, charges, & incumbrances whatsoeuer they be, (except the rents and seruices thereof, to the Lords of the fees of the same, frō thencefoorth to be due.) And if it shal fortune the said A. S. now wife of the same R. S. to survine the said R. thē if neither the same A. nor any other persō or persōs for her, or in her name, shal trouble, vere, nor sue the said T. Y. his heirs, executors, nor assigns, nor the owners or possessors of the said tenement &c or of any part thereof, for her dower, of, or in the same premisses, or for any other title or demand, in, or to the same, or any part thereof, that thē &c.

A Condition not to be surety.

THe Condition &c. That where the within bound E.D. hath heretofore many times entred into bonds, and become surety for diuers persons for the paiment of diuers sums of money, as well by writing as without writing, so that thereby the said E.D. hath bin like to fall into decay and pouerty: for the auoiding whereof the said E.D. by the aduisement of diuers of his friends, hath thought it good to bind himselfe in the penaltie of a C.li. to the within named W.L. to the intent clearely to abstaine and refraine himselfe from the aforesaid suretishyp, If therefore the said E.D. shall at any time or times hereafter giue his promise, or become bound, or stand as surety by any kind of meanes, without the consent and agreement of the said W. for any person or persons whatsoeuer, for or aboue the summe of rl. s. at any time, except it be for one R.D. of B. that then &c. Sect. 185.

A Condition not to play at Dice.

THe Condition &c That where the within bound I.B. hath heretofore accustomed, frequented, and vsed to play at the dice, cards, and tables, to his great hinderance and losse, so that by exercise, vse, and accustomable playing at those vnlawfull games, the said I.B. hath beene like to fal and come into extreme pouertie and other daungers: for the auoiding of which said euils, the said I.B. through the aduertisement of his friends, hath agreed to be bound in the summe of rl.li. within written, to abstaine and clearly to absent himselfe from the playes and games of them and euery of them, for and during the terme of seuen yeares &c. If therefore the said I.B. shall not at any time or times hereafter, priuily or openly, during the space of seuen yeares next ensuing the date hereof, play at any of the said vnlawfull games of dice or cards, and tables, nor any of them, with any maner of person or persons, for any sum or summes of money, or any other goods or chattels (liberty for playing at cards for the space of eight dayes yearely, next after the feast of the birth of our Lord God, commonly called Christmas, during the said seuen yeares only excepted) That then &c. Sect. 186.

A Condition to pay money, or saue harmelesse of a Recognisance.

THe Condition &c. That whereas the aboue named I.B. at the request and instant desire, and for the debt of the aboue bound I.A. together with him, and one I.G. by one recognisance of the date aboue written, knowledged in the Quenes Maiesties high court of Chancery, standeth bound vnto A.W. in one hundreth pounds, with a condition for the payment of fiftie pound of &c. vpon the last day of June next ensuing the date aboue written, if the said A.W. and A. her daughter, or either of thē shall Sect. 187.

be then liuing, at the now dwelling house of R. B. notarie, at the Royall Exchange in London, as by the said Recognisance more at large may appeare. If therefore the said I. A. his heires &c. doe content &c. to the said A. or A. their executors or assignes the said sum of fiftie pound, of &c. vpon the said last day of June next ensuing, at the place aforesaid (if the said A. or A. or either of them shall be then liuing) in full discharge of the said recited Recognisance, that then this present Recognisance &c.

A Condition to saue harmelesse of a Bond,

Sect. 188. THe Condition &c. That whereas the within named N. C. at the instance and speciall request of the within bound W. C. together with the same W. & for the debt of the same W. by a certaine writing obligatory, bearing date &c. and standeth ioyntly & seuerally bound vnto one I. D. of &c. in the sum of xx. li. with condition thereupon indorsed for the paymēt of xvj. li. of lawful mony &c. at &c. as by the same writing obligatorie, and the indorsement thereof more plainly appeareth, If therefore the said W. C. his heires &c. shall at all times hereafter, & from time to time, clerely acquit, discharge or sufficiently saue harmelesse the said N. C. his &c. and euery of thē against the said I. D. his heires, executors, administrators and euery of them, of, for and concerning the said writing obligatory, and the condition thereof, and euery summe and summes of money in the same writing obligatory, and the indorsement thereof contained. And also if the said W. C. his heires, executors, or assignes, or one of them, shal within the x. dayes next insuing after the said feast of S. I. the Apostle, deliuer or cause to be deliuered vnto the hands of the said C. his heires &c. the said writing obligatory cancelled, or else some lawfull and sufficient acquittance, or other discharge of and concerning the same, that then &c.

A Condition to saue harmelesse of a bond for the peace.

Sect. 189. THe Condition &c. That whereas the within named W. K. at the instance, and special request of the within bounden G. D. together with the same G. D. and other, standeth ioyntly & seuerally bound for the said G. D. to our soueraigne Lady the Quænes Maiestie that now is, in the sum of xx. li. of &c. with condition that if the said G. D. doe obserue and kæpe the peace of our said Soueraigne Lady, against all her liege people, and specially against one C. C. vntill the feast of E. next comming after the date hereof, as by the same recognisance appeareth, if therfore the said G. D. his executors and administrators or any of them, do at all and euery time and times hereafter and frō time to time clærely exonerate, acquite, discharge or otherwise sufficiently saue and kæpe harmelesse by all waies and meanes whatsoeuer, as well the said W. K. his executors and administrators and euery of them, as all and singular the lands tenements, goods

and

and chattels of the said W. B. his executors and administrators and euery of them against our said soueraigne Lady the Quæne her heires and successors by reason of the said Recognisance, and without any veration, trouble or molestation of the said W. B. his executors or administrators or any of them, That then &c.

A condition to saue harmelesse a suretie in the Guild-hall.

THe Condition &c. That where one T. P. &c. hath brought and commenced an action of debt of l. li. against the within bounden I. W. in the Quænes Maiesties Court of the Guild-hall of the city of L. before H. R. and R. H. Sherifes of the same city, in and to which plaint the within bounden I. C. and R. C. at the request of the said I. W. are become pledges and sureties for the said I. W. to answere vnto the said T. P. in the same plaint. If therfore the said I. W. his heires executors or assignes doe at all times hereafter, and from time to time, clearly exonerate, acquite, discharge or saue harmelesse the said I. C. and R. C. their heires, executors, and administrators, and euery of them against the said T. P. his heires, executors, and administrators, and all and euery other person and persons whatsoeuer, of and for the said action, and all things concerning the same, That then &c. Sect. 190.

A condition to discharge his bailes in the Kings Bench.

THe Condition &c. That where the aboue named H. C. and one R. H. in their proper persons haue vndertaken for the aboue bounden C. F. by a Recognisance or mainprise taken and knowledged before the Iustices at the Kings Bench at Westminster, that if it happen the said C. F. to be condemned in any action at the suit of T. B. Esquire that then the said R. H. and H. C. did grant all costs and damages, & executions, which should be adiudged to the said T. B. in that behalfe, should be leuied to the vse of the said T. B. of the lands and cattels of the said R. H. and H. C. if so be it that the said C. F. doe not pay the same damages himselfe to the said T. B. or restore and yéeld himselfe againe by meanes thereof to the prison of the Marshall of the Marshalsey, if the said C. F. his heires &c. and euery of them at all times hereafter from time to time, doe well and truely acquit, discharge or saue harmelesse the said H. C. and R. H. their heires &c. and euery of them against the said T. B. his &c. of, and for the breach and forfeiture of the said Recognisance and mainprise, and of, and for the execution of the said action whereupon the same Recognisance and mainprise was so taken and knowledged, and also of, and vpon all other bonds, Obligations and Recognisances, wherein the said H. C. standeth bound to any other person or persons, for, and in the behalfe of the said C. F. That then. &c. Sect. 191.

A Condition to saue his baile harmeleſſe and render himſelfe priſoner, if &c.

Sect.192. THe Condition &c. That whereas the within named G. F. this preſent Terme of S. Michael, became bounden ſuretie, mainperno⁊, baile, o⁊ pledge, fo⁊ the within bounden T. F. againſt H. S. of &c. in the Court fo⁊ plæs befo⁊e the K. Maieſtie to be holden, as by the Reco⁊des therof appeareth: That now if the ſaid T. F. his execuo⁊s o⁊ adminiſtra-to⁊s ſhall pay, o⁊ cauſe to be payd vnto the ſaid H. S. his execuo⁊s &c. all & euery ſuch debts, damages, ſum o⁊ ſummes of money, as ſhall be recouered by the ſaid H. S. againſt the ſaid T. F. in the ſaid Court, o⁊ yéld his body into the p⁊iſon o⁊ kéeping of the Marſhall of the Marſhalſey fo⁊ the ſame, acco⁊ding to the intent and meaning of the ſame baile and iudgement thereupon to be giuen in the ſame Court, And therof fo⁊ euer ſaue and kéepe harmeleſſe the ſaid G. F. his heires, execuo⁊s, and adminiſtra-to⁊s, againſt the ſaid H. S. his execuo⁊s, and adminiſtrato⁊s, and euery of them, That then &c.

A Condition to ſaue harmeleſſe of Couenants for the ſale of Woodes.

Sect, 193. THe Condition &c. That where R. C. Eſquire by his déed indented bearing date &c. hath bargained and ſold to T. H. all that his wood and vnderwood, called and knowne by the name of &c. containing &c. ſet ſtanding, growing, and being within the Pariſh and woods of &c. as by the ſaid Indentures &c. which woods the ſaid T. H. hath bargained and ſold to the within bounden I. P. If the ſaid I. P. &c. and euery of them do well and truly content and pay to the ſaid R. C. o⁊ his execuo⁊s o⁊ aſſignes the ſum of &c. at the day and time contained in the ſaid Indentures, in the name and behalfe of the ſaid T. H. And alſo do diſcharge and ſaue harmeleſſe the ſaid T. H. and his execuo⁊s, & adminiſtrato⁊s, of, to, and fo⁊ all couenants, grants, and agrœments conteined and ſpecified in the ſaid Indentures, which on the part of the ſaid T. H. his execuo⁊s, adminiſtrato⁊s, and aſſignes, and euery o⁊ any of them are to be obſerued &c That then &c.

A Condition to ſaue harmeleſſe of a Recogniſance.

Sect.194. THe Condition &c. That where the within named A. B. at the inſtance, petition, and requeſt of the within bounden E. F. and fo⁊ his debt by a certaine Obligation o⁊ Recogniſance made befo⁊e W. H. Reco⁊der of the City of L. and I. K. knight, Ald. of L. in the ſumme of xx. li. of &c. as by the ſame Oblig. appeareth, if the ſaid E. F. his heires &c. pay vnto

to the ſaid Chamber all the aforeſaid ſum of rr. li. and alſo ſaue and kéepe harmeleſſe the aboue named A. B. from all maner of indempnities, coſts, and charges, of, for, and concerning the ſaid Obligation or recogniſance, and all other things concerning the ſame, That then &c.

A Condition to ſaue harmeleſſe of Legacies, and to pay the ſame to the legataries.

THe Condition &c. That where the within bounden R. B. and I. his wife, haue receiued and had at the inſealing and deliuery of theſe preſents, of the within named I. B. and I. F. adminiſtrators of the goods and cattels of one I. B. late of S. deceaſed the ſum of rviij. li. of &c. (viz) r. li. the one halfe or mottie of a Legacie giuen to I. B. by the laſt will and Teſtament of the ſaid I. B. her late father, and viij li. to be paid to one A. A. daughter of the ſaid I. B. by vertue of the ſaid laſt will and Teſtament of the aboue named I. B. Now therefore, if the ſaid R. B. his heires &c. doe diſcharge, acquite, ſaue and kéepe harmeleſſe the ſaid I. B. and I. B. their heires &c. againſt all maner of perſons for the paiment of the ſaid rviij. li. of &c. And alſo pay the ſame r. li. vnto her the ſaid I. B. when ſhe ſhall accompliſh the full age of rrj. yeres, if ſhe ſo long liue, and if ſhe fortune to die before the ſaid age, then to him, her, or them that can or may lawfully demaund or claime to haue the ſaid r. li. before remembred, and I. B. and their adminiſtrators, for the payment of the ſame ſumme. And alſo beare and ſuſtaine the halfe charges of the education & bringing vp the ſaid A. vntil ſhe ſhal attaine and accompliſh the ſaid age of rrj. yeares That then &c. Sect. 195.

A Condition to ſaue harmeleſſe of debts and legacies.

THe Condition &c. That the within bounden I. R. his executors &c. and euery of them, ſhall and will vpon reaſonable requeſt and notice, well and ſufficiently ſaue and kéepe harmeleſſe and indemnified the ſaid E. againſt all and euery perſon and perſons, of, for, and concerning all and euery debt or debts, which I. R. deceaſed, late Father of the ſaid I. and E. did at the time of his death owe vnto any perſon or perſons whatſoeuer, and of, from, and concerning all and euery ſuch legacies as are pretended to be giuen, or were giuen or bequeathed in and by a ſuppoſed will and teſtament of the ſaid I. R. deceaſed, and of, for and concerning the ſaid laſt will: or els if any perſon or perſons ſhall at any time hereafter commence or ſue, or cauſe to be commenced or ſued any plaint, ſuite, or action againſt the ſaid E. R. her executors or adminiſtrators, for or by reaſon of Sect. 196.

any debt, legacie or other thing due, payable or bequeathed, or supposed to be due, payable, or bequeathed by the said I. R. the father, to any person or persons, and the said E. R. and hir executors shall and will from time to time, in conuenient time giue notice thereof to the said I. R. the sonne, his executors and administrators, and permit and suffer such answere and plée to be pleaded and made hereunto as shall be deuised, aduised or made by any Councellor, Atturney, or Procurator that shall for that purpose be retained by the said I. R. the sonne, his executors, or administrators: if then the said I. R. the son, his executors &c. from time to time, shall and will well and sufficiently recompence and allow vnto the said E. her executors or administrators, all and euery such summe and sums of money as by order of law without collusion shalbe recouered against her or them, or any of them, for or by reason of euery such plaint, suit, action or actions, together with all such costs, charges and expences as they or any of them shal necessarily expend, disburse or lay out about the defending of any such plaints, actions, suit or suits, or in trauell about the same, within vi. moneths nert after request and notice thereof to him the said I. R. the sonne his heires, executors, or administrators to be giuen or made by the said E. R. her heires, executors, or administrators, That then &c.

A Condition to saue harmelesse from suits in the law &c.

Sect. 197. The Condition &c. That if the aboue bound W. T. his executors, and administrators, and euery of them, at all times hereafter vpon sufficient warning and request do by reasonable recompence saue & kéepe harmeleslie and indemnified W. H. R. S. and E. T. & euery of them, and the executors &c. against G. B. and euery other person and persons claiming by, from or vnder him any right or title, of and from all manner of suits, damages costs, and charges in the law, arising or growing, or which hereafter shall arise and grow by meanes of any suit now being or depending, betwéene the said W. T. and E. B. or which hereafter shall arise or grow betwéene them, of, for or concerning the estate, right, title, interest or possession, of, or in one mesuage with the appurtenances in D. &c. That then &c.

A Condition to keepe the peace, and appeare before the Queenes Counsell.

Sect. 198. The Condition &c. That if the within bound I. L. obserue and kéepe the peace against the Quéene our Soueraigne Lady, and all her liege people, betwéene this and the xv. of Easter nert comming, and then doe personally

perſonally appeare before the Quéene and her moſt honorable Counſell in the Starre-chamber at W. and ſo from day to day, and not to depart without licence of the ſaid Court, That then &c.

A Condition to keepe the peace.

COnditio iſtius obligationis talis eſt, ꝙ ſi interius obligat̃ R. de ceter̃ bene et honeſte ſe habeat, et pacem Dominæ Reginæ gerat erga infranominat' I.S. et W.R. et eor̃ vtrumq; et omnes familiares et ſeruientes ſuos, prout ordo charitat̃ et honeſtatis idem requirit, ac ipſe ipſos I. et W. ſeu eor̃ alterũ non leſerit verbo nec opr̃, ꝙ in ipſorum I. et W. damnum ſiue leſionẽ nominis ſui, ſine bonæ fame aliqualit' cõuert̃ poterit, ac etiam ſi dicti I. et W. ſiue eorum alter ꝑ præd̃ R. aut per aliquẽ alium ſeu aliquos alios eius cauſa, querela, fauore, amore, odio, inſtigatione, ſeu procuratione de ceter̃ non proſequat̃ nec implacitent pro aliqua cauſa, querela ſeu materia quacunq; int̃ dict' I. et W. et pref. R. ante dat' infraſcript' habit', mot̃, ſeu exort̃, ꝙ tunc preſens obligatio, vacua et pro nulla habeat', et ſi pred R. cont̃ premiſſa ſeu eor̃ aliquod in futur̃ fac', ſeu fieri procurauer̃, ꝙ tunc preſens obligat̃ in omni ſuo robore ſtet et effectu &c. Sect. 199.

A condition to keepe the peace, and to be of good abearing.

THe Condition &c. That if the within bounden S. and E. his wife, doe keepe the peace againſt all the Kings liege people, & ſpecially againſt A.B.C.D. &c. and beare themſelues honeſtly and duely, both in their words and deeds, againſt the ſaid A.E. &c. nor ſlander them, nor any of them, of or vpon any ſuch matter touching the death of I.M. or the ſuit about the triall of the ſame, wherein the ſaid A.E. &c. by the L. lawes is clearely declared innocent &c. Sect: 200.

A Condition for apparance in the Kings Bench, and abearing.

COnditio iſtius obligationis talis eſt, quod ſi interius obligat̃ I.L. compareat perſonaliter ſub cuſtodia infranominati Vicecom' vel eius deputat̃ coram Domino rege in octabis S. Hill' proximo futur̃ vbicunq; tunc fuerit in Anglia, ad inueniendum tunc coram ipſo domin' reg. ſufficientem ſecuritatem de ſe bene gerendo erga ipſũ dominum reg. et cunctum populum ſuum, iuxta tenorem breuis dicti domini Reg. præf. Vicecom' inde direct. et ſe bene medio tempore gerat, et dict̃ vicec' hered̃, et executores ſuos erga dominum Regem et cunctum populum ſuum de, et in omnibus concernent̃ premiſſa indemnẽ conſernet, qd. tunc &c. Sect. 201.

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A Condition of the peace for the good abearing.

Sect. 202. THe Condition &c. That if the within bound R. T. do personally appeare in the custody of the Baily within written, or of his deputy, before the Justices of our soueraigne Lord the King &c. the Munday next after the Natiuitie of S. Io. Baptist &c. at the towne &c. to finde there before the said Justices, good and sufficient sureties of the peace, and do behaue and beare himselfe well and peaceably against our sayd soueraigne Lord, and al his liege people, and specially against A. F. and in the meane time kæpe the peace of our soueraigne Lord. And so from henceforth saue and kæpe harmeleſſe the within named baily &c. for and concerning the premisses, and euery part of them, That then &c.

A Condition for apparance in the Common place.

Sect. 203. COnditio istius obligationis talis est, q̄ si interius obligat. I.H. compareat personaliter corā Iustic' Dom' reg. apud W. a die Pas. in xv. dies ad respondend H.B. de plac. debit. vel detenc. aut compot. iuxta tenor̄ bris Reg. præf. Vic. inde direct' &c.

A Condition to giue euidence against a Felon.

Sect. 204. THe Condition &c. That if the aboue bounden T. W. and R. C. doe pursue and giue such euidence as they know, at the next generall Sessions for the county of Y. to be holden against D. Y. and R. B. now prisoners in the castle of Y. concerning certaine felonious acts by them perpetrated or committed, Then &c.

A Condition to giue evidence against Felons at the Sessions.

Sect. 205. THe Condition &c. That where the within named R. N. and I. B. by vertue of their office by instruction giuen and declared vnto them by me N. L. of N. haue attached and taken as a Felon one G. G. of N. for and concerning the imbezilment and taking away of two peces of Worstæd, of the goods & chattels of one R. W. of N. D. being in the safe custody and kæping of the said N. L. if the same N. at the Sessions of the peace of our Soueraigne Lady Quæne Elizabeth, next to be holden at N. within the county of &c in the sayd City of N. in his owne proper person doe appeare before the Justices of peace of our Soueraigne Lady the Qu. Maiestie before them, then and there to declare to the said Justices such pregnant euidences against the said G. G. of, for, and concerning the premisses, as he the said N. hath perfect knowleng of, or can declare of a very trueth in the discharge and acquiting of the said Sherifes, aswell against

our

our ſaid Soueraigne Lady the Quéene, as againſt all and euery other perſon and perſons: That then &c.

Conditio quod compareat coram Iuſtic. pacis ad proximam Seſſionem.

CONditio iſtius obligationis talis eſt. qd. ſi quedã A. W. Spinſter, in propria perſona ſua compareat corã Iuſtic' dom' Reg. de pace in com' N. conſeruand' aſſignat', necnon &c. ad prox. Seſſionẽ pacis dictæ dom. reg. apud M. en le Shirehouſe ibid. prox. tenend' ad reſpondend. tam dict. dom. reg. quam G. S. de placit' tranſgreſſ. et contẽpt. contra formã ſtatut. ſeruient. Et vlterius indẽpnes cõſeruet infra nominat. Vic. et eorũ vtrumq; heredes et execut. ſuos, verſus dictã dominam Reg. et omnes alios quouſq; de & ſuper premiſſis, extunc preſens &c. Sect. 206.

A Condition for apparance in the Kings Bench for the peace.

CONditio &c. q; ſi infra obligatus I. L. cõpareat perſonalit. in cuſtod. infranominat. Vic. &c. coram dom. reg. in octab, ſancti Mich. prox. futur vbicunq; tunc fuerit in Angl. ad inueniend. tunc coram ipſa dom. reg. ſufficient. ſecuritat. pacis dom. reg. & de ſe bene gerend. erga ipſã dom. reginã & cunctum populum ſuum, & præcipue erga H. C. iuxta tenor breuis ipſius dom. reg. præf. Vic. inde direct. & medio tempore pacem gerat, & dict. Vic. hæred. et executor. ſuos erga dom. reg cunctum populum ſuum, et precipue erga pred H. de, & in omnibus concernend. premiſſa indempnes conſeruet, quod &c. Sect. 207.

A Condition for behauiour, and not to reſort to the obligees houſe.

THe Condition &c. That if the within bound I. L. from henceforth well and honeſtly, as well in words as in deeds, behaue and demeane himſelfe againſt the within named W. P. and from this time forward, neither to rebuke, miſſay, threat, menace, ne braue the ſame W. nor to him any bodily hurt or harme do, or procure to be done, nor any aſſault or fray vpon him make, or cauſe to be made. And alſo doe not from henceforth come, reſort, or draw into the houſe of the ſaid W. nor with him, ne any of his be accompained, eating, drinking, familiar, or conuerſant within the ſaid houſe, That then &c. Sect. 208.

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A Condition for apparance vpon a Latitat.

Sect.209. THe Condition &c. That if the aboue bound G. Y. doe appeare before our said Soueraigne Lady the Quænes Maiestie at W. the Thursday next after quindena Paschæ, to answere vnto R. C. in a plea of trespasse: That then &c.

A condition to be true Prisoner.

Sect.210. THe condition &c. That if I. Y. Marchant of &c. which now is in the Quænes prison, vnder keeping of the Sherife within written, aswell by reason of a writ of our Soueraigne Lady the Quæne, of the Statute of the Staple containing the sum of C.li.&c. as also for certain other actions, causes, and suits, on the behalfe of R. S. &c. moued and commenced, be frō henceforth a true and faithfull prisoner, tarrying and remayning with the said Sherife and his deputy, till the same R. S. be fully at an end discharged and acquited of the said action, and then content and pay to the said Sherife &c. all and singular, costs, charges, fées, and other duties, in such cases heretofore accustomed to be payd. That then &c.

A Condition to returne Cattell repleuied.

Sect, 211. THe Condition &c. That where the within named Sherife, by vertue of his office, and vpon the complaint of the within bound I. L. had deliuered and repleuied to the same I. two horses, and foure kine, which one W. B. late tooke, and wrongfully withheld, as the said I. S. sayth, If the same I. do pursue his action with effect against the said W. for the taking and withholding of the said horses and kine and make, return of the same, if the returne therof be so adiudged by law, and the said Sherife, his heires and executors acquite, discharge and saue harmeless against our Soueraigne Lady the Q. and the said W. of and for all and euery thing concerning the premisses, That then &c.

A condition that Pyrats shall appeare at the next goale deliuerie.

Sect.212. THe Condition &c. That if the aboue bound W. W. now prisoner with the Serieant of the admiraltie, be forth-comming, and make his personall apparance before the said Mast. Doctor L. Iudge of her Maiesties Court of the Admiralty, and other her Maiesties Commissioners for Pyracies, at the next Sessions of Gaole deliuery to be holden in the City of L. or the Borough of Southwarke, for Marine causes, And doe not from thence depart without speciall licence first had and obtained of the said Commissioners, That then &c.

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A Condition of a Recognisance of an alehouse keeper.

THe Condition of this Recognisance is such, That if the above bound I. H. appointed to keepe an Alehouse, or victualing house, shall for the releefe of his poore neighbors, or for good, honest, and well disposed wayfering and trauailing persons, doe at all time and times hereafter, keepe and maintaine in his house conuenient victuals, not maintaining or suffering in his house, at any time or times, any vnlawful games. Neither sell or vtter any victuals in time of diuine seruice to be celebrated in the parish Church of &c. vpon the holy dayes, except in case of necessity, nor in the night after conuenient times, and that for lawfull causes, that is to say: after the houres of ix. of the clocke in the afternoone of euery day in the Summer time, and viij of the clocke in the Winter. Neither after the same houres receiue into his house any theefe, vagabonds, rogues, or suspected person or persons, to his knowledge, to play, eate, drinke, or lodge and abide in the said house, without the commandement of the Constable, or other officer there for the time being, or at any time or times do suffer to remaine by the space of tenne houres in his house, any idle person or persons &c. That then &c. Sect. 213.

A Condition of a Recognisance for Brewing.

THe Condition of this Recognisance is such, that whereas the said A. H. is licenced by vs G. F. and R. F. two of the Qu. Maiesties Iustices of Peace within the said County of D. to brew to sell, and keepe a common Alehouse, according to the statute for brewers made in 5. yeare of the reigne of our late soueraigne Lord K. Ed. the first: If therefore the said A. H. doe brew to sell and keepe a common Alehouse, and doe not vse, nor suffer any vnlawfull games, or euill order within his house, orchard, or garden, but vse, maintaine, and keepe good order and rule within the same, according to the Statute, That then &c. Sect. 214.

A condition of an alehouse keeper.

THe Condition of this Recognisance is such, that where the within bounden I. S. is appointed to keepe a common Alehouse at D. if the said I. S. doe obserue, keepe, and vse, or cause to be kept and vsed, good and honest rule or conuersation in the same Alehouse, and do not in the same support and maintaine, or suffer to be kept, exercised or vsed any vnlawfull games and plaies, as at Dice, Cards, Tables, or any other vnlawfull games, prohibited by the lawes and statutes of this realme, and specially by mens seruants, apprentices, common labourers or idle persons, and also do not keepe tipling, or resort of any persons in the same Alehouse, Sect. 215.

on

on the houres of diuine seruice on the sabbath day, or other festiuall daies, and do not wittingly lodge, support, or maintaine in the same Alehouse, men or women of euill name, fame or condition, haunters or any other misruled persons, knowing them to be of such sort and condition. And also prepare two honest beds to lodge in such trauelling persons as from time to time shall happen to haue need of lodging, during the terme that he shal keepe the same Alehouse, That then &c.

A condition to knowledge satisfaction.

Sect. 216. THe Condition &c. That if the within bound T. Y. his executors, or administrators, before the end of the next Easter Terme, by him or themselues, or by his or their lawfull Atturney, shall in the Queenes Maiesties Court of her common plees, confesse or acknowledge satisfaction of all such Iudgements and executions, as the said T. Y. hath recouered in the said Court against one W. S. late of B. in the county of N. Gentleman, That then, &c.

A condition to make goods sold, worth &c.

Sect. 217. THe Condition &c. That where the within bound I. S. the day of the date within written, for the sum of xx. pounds &c. hath bargained, sold and deliuered to the within named T. P. diuers goods, plate and iewels, in a certaine Indenture comprehended, bearing date &c. vnder a Condition in the same Indenture specified: If the said I. S. make default of payment, in the said Indenture mentioned and comprised. And then if all the aforesaid goods, plate and iewels, indifferently praised, be found of lesse value then &c. so that the said I S. immediately pay, or cause to be paid to the aboue named T. his heires &c. as much good and lawfull money or other ware, as shall amount to the summe of all that shall be lacking of the said &c. in goods, plate, and iewells afore rehearsed: That then &c.

A condition to finde a Curat to serue a Cure.

Sect. 218. THe Condition &c. That if the aboue bound I. S. his heires, executors, administrators, or assignes, or any of them, doe well and truly from time to time, and at all times hereafter, at his and their proper costs and charges, find, and maintaine one able and sufficient Curat or Minister, which shall well and sufficiently discharge and serue the Cure of the said parish Church of &c. according to the Ecclesiastical lawes of this Realm, and well and truly discharge, and acquite the said A. from the seruing thereof, during all such time as the said A. shall be and continue Parson of the said Parish, that then &c.

A Condition to finde neceſſaries during life.

THe condition &c. That if the within bound C. F. his &c. at the only coſts and charges of the ſaid C. F. his executors &c. ſhall and will ſufficiently and competently find, prouide, and giue, or cauſe &c. vnto M. now wife of the within named T. I. during the naturall life of the ſaid M. good, ſufficient, and competent houſe roome for her dwelling and abiding, and alſo ſufficient and competent lodging, bedding, and wholſome ſuſtenance, meat, drinke, apparell, and all other things meet and requiſite, to and for the ſuſtentation, keeping, and liuing of the ſaid M. during the naturall life of the ſaid M. That then &c. Sect. 219.

A Condition to finde meate, drinke &c.

THe condition &c. That where a mariage is to be had and celebrated betweene the within named H. G. of the one party, and one M. S. one of the daughters of the within bound E. S. of the other party, if the ſaid E. his heires, executors, and aſſignes, ſhall after the day of the mariage aforeſaid, for and during the terme of iij. yeares thence next and immediatly following, fully to be complete and ended, finde vnto the ſaid H. and M. and vnto one ſeruant of the ſaid H. ſufficient meat and drinke, with conuenient bedding and other neceſſaries to the ſame belonging and appertaining, when, or as often as they or any of them ſhall repaire, reſort, abide, or remaine, in, or at the manſion houſe of the ſaid E. commonly called and knowne by the Name of S. or elſewhere, during the terme aforeſaid: That then &c. Sect. 220.

A Condition to leaue his wife &c.

THe condition &c. That whereas the within bound I. L. ſhall by the grace of God, marrie and take to wife A. P. widdow, if the ſaid I. after the mariage had and ſolemnized, happen to die before the ſaid A. that then if the ſaid I. do leaue the ſaid A. worth an C. li. in money, or in moueables, ouer and aboue houſhold ſtuffe, by legacie or otherwiſe, to be deliuered by the executors or aſſignes of the ſaid I. to the ſaid A. her executors or aſſignes, within one moneth next after the death of the ſaid I. to be imployed and diſpoſed to the proper vſe of the ſaid A. at her will and pleaſure, That then &c. Sect. 221.

A Condition to leaue his wife ſurviuing, goods worth &c.

THe condition of &c. That where the aboue bounden W. B. is by the grace of God ſhortly to marry and take to wife P. H. neere kinswoman Sect. 222.

man vnto the said F. R. and W. B. hath no inheritance, which he may lawfully assure for the Joynture of the said P. nor whereof she is by law to bee endowed, and therefore very carefull and willing, that if it please God that the said W. do die before the said P. that he may and shal leaue the said P. sufficiently prouided for, respecting his abilitie, and the portion he had by her, And accordingly hath promised to the said F. R. H. S. and F. H: If therefore the said W. B. do by his last will and testament in writing, or therwise, sufficiently and lawfully prouide, without all fraud or practise, that the said P. may haue and inioy to her owne vse, immediatly after the death of the said W. B. if she fortune to ouerliue him, goods and cattels amounting to the cleere summe and value of &c. aboue all charges, which she shal and may lawfully possesse & inioy at her wil and pleasure, without any lawfull claime, challenge, or demand to be made by any person or persons, That then &c.

A Condition to suffer his wife to make a will.

Sect. 223. THe Condition &c. That if the within bounden R. P. do permit and suffer one M. D. which the same R. by Gods grace shall take to wife, at any time before her death, to declare and make her will, deuise, and giue at her pleasure rl. li. of &c. to what person or persons, and vnto what vse and purpose as she will at her pleasure. And also permit and suffer her executors to proue, declare, and performe the last Will by her made, without veration or interruption, denying, or impediment of the said R. And also if the same R. doe performe, fulfill, obserue, pay, and content the said rl. li. so by her assigned, bequeathed, and willed, to such person or persons, in such maner and vse, and at such daies, and within such time, as by her shall be deuised, bequeathed, and willed, without any further delay, that then &c.

A Condition to suffer his wife to giue certaine Goods during her life, or by will.

Sect. 224. THe Condition &c. That if the within bounden T. B. after mariage had betweene him, and A. widow, late wife to T. B. deceased, do permit and suffer the said A. to giue, bequeath, or appoint, by her last will, or otherwise, at any time during her life, goods and cattels, to the value of &c. so that the same gift, bequest, or appointment so to be had and made, shal be good and auaileable to the said parties, to whom the said gift, bequest, or appointment shall be so made by the said A. against the said T. B. and his executors, without let, impediment, or disturbance of the said T. B. or of his executors &c. And also if the said T. B. do accomplish, performe and fulfill the said gift, bequest, or appointment, hauing thereof notice and knowledge by the said A. or by her last will, with his owne proper goods, according

according to the intent and true meaning of a paire of Indentures made betweene the ſaid T. B. of the one party, and N. R. and C. G. of the other party, bearing date &c. That then &c.

A Condition to paſſe an accompt, and procure diſcharge for a Shirife.

THe Condition &c. That if the aboue bounden Y. P. his heires, execu- Sect. 225.
tors, and adminiſtrators, doe make a true and perfect accompt, of and for the aboue named T. his heires and executors, in the Exchequer of our Soueraigne Lady the Queene, and the heires and ſucceſſors of the ſaid Queene, of, for, and vpon all iſſues, charges, ſum and ſummes, which he or ſhall be asked, charged, or demaunded, of, or vpon the ſaid T. as late Shirife of the ſaid County, and get, and procure a ſufficient Quietus eſt thereof for the ſaid F. his heires and executors. And moreouer do well and truly diſcharge, ſaue, or keepe harmeleſſe the ſaid T. his heires &c. againſt our Soueraigne Lady her heires and ſucceſſors and all other perſon or perſons of, for, and concerning the ſaid office of Shirife, and all the receipts and charges thereof, That then &c.

A Condition for the executing of a Bailywicke.

THe Condition &c. That if the aboue bounden I. M. doe well and truly Sect. 226.
exerciſe the ſaid office of Baylife and Collector in the County of Y. by himſelfe, or his ſufficient deputy or deputies, for whom he will anſwer, during the time that he ſhall continue in the ſame. And do by himſelfe, or by his ſufficient deputie or deputies for whom he will likewiſe anſwere, appeare yerely at all times of the yere, before the receiuor of the Queenes Maieſties ſaid rents, and profits, and reuenues for the time being, vpon the precept of the ſaid Receiuor, or of his deputy, yerely, at ſuch time and place within the ſaid County of Y. as the ſame Receiuor by his precept ſhall limit and appoint to the ſaid I. M. And alſo if the ſaid I. M. doe then pay, or cauſe to be payed to the Queenes vſe, her heires and ſucceſſors, to the hands of the ſaid Receiuor, or to the hand of his deputie or deputies, all ſuch ſummes of money due to our Soueraigne Ladie the Queene, at, or before the feaſt of E. yearely, as the ſaid I. M. ſhall or may by any lawful or due meanes leuie, or receiue, within or by reaſon of the ſaid office of Baylife or Collector. And alſo if the ſaid I. M. by himſelfe, or his ſufficient deputie or deputies, do appeare and accompt yerely before the Queens Maieſties Auditor or Auditors, or the deputy or deputies of the Queenes Maieſties Auditor or Auditors, at the audite to be holden within the ſaid

county of P. or elsewhere, as to him shalbe by the same precept appointed, betweene the feast of S. Mich. tharchangell, and the Natiuitie of our Lord God, or after such time and place within the said county of P. as by the precept of the same Auditor or Auditors or of his deputie or deputies shalbe to him limited and appointed, of, and for all rents, reuenues and profits due and payable, within, or by reason of the said office of Bailife and Collector, at, or before the feast of S. Michael the Archangell next before the same Audite. And do well and truly content and pay, or cause to be contented and payed to the Qu. Maiesties vse, her heires and successors, to the hands of the receiuor of the said rents, reuenues, and profits, all and euery such sum and summes of money, as from time to time before the said Auditor or auditors, his or their deputie, or deputies shal be iustly found due to the Queenes Maiestie her heirs and successors, by the said I. P. or his deputie or deputies, by reason of the said office of Bayliffe & Collector, vpon the foote or determination of euery such accomp', had & made. And also doe obserue, performe, fulfill and keepe from time to time, all things, clauses and articles touching Bailifes and Collectors, contained and mentioned in the statute for the true answering of the Kings reuenues, made in the Parliament holden at Westminster in the vij. yeare of the raigne of our Soueraigne King Edward the first. And if it shall happen at any time hereafter during the time that the said I. P. shalbe Bailife and collector, as is aforesaid, any of the surety or sureties now bounden for the said I. P. to die, or decay, or shalbe misliked and thought not able and sufficient by the Treasurer and Chauncellor of the Exchequer for the time being, to answere and pay all such summes due, or to be due, by the said Collector for his said office, according to the true meaning hereof: Then if the said I. P. do within one moneth next after the death or decay of any the person or persons aboue bounden, or after notice to him to be giuen of such misliking, as is aforesaid, of any the said persons so bound, finde, name, cause, and procure, such able and sufficient person and persons, as by the said Treasurer and Chancellor of the said Exchequer for the time being shall be thought meet and conuenient to be surely bound vnto our said soueraigne L. her heirs, and successors, in the stead and place of him or them so dead, decaied, or misliked and thought insufficient as aforesaid and in such sum or sums of mony, and vpon such condition, and in such sort, as he or they which so shall be dead, decayed or misliked, as is aforesaid, stood, be, is, or shall be bound at the time or times that he or they shall die, decay, or be misliked & thought vnmeete as is aforesaid: And that as often as any such doth decay, or any misliking shall happen during the time the said I. P. shal remaine and be baylife or collector of the premises as is aforesaid: That then this Recognisance to be void and of none effect, or else &c.

A

Condition to exerciſe a Bailiwicke.

The Condition &c. That if the within bounden I. A. well and truely exerciſe and occupy the office of the Bailiwicke of the hundred of C. vnder the within named E. T. being ſhirife of E. and be ready and attendāt to the ſaid ſhirife and his deputy, at all times when hee ſhalbe required, in executing his ſaid office of Shirifewicke, and diſcharge and ſaue harmeles the ſaid ſhirife againſt our Soueraign &c. and all other perſons, for executing of all maner of proces, precepts, warrants and commandements to be directed, executed, and done by the ſaid I. and of all priſoners as ſhalbe in his cuſtody, and well and truly content and pay to the ſame ſhirife, his executors, or aſſignes, all the iſſues, reuenues, and profits of the ſaid hundred, whereof the certainties amount to the ſum of iiij.li. by the confeſſion of the ſaid bailife, to be paid duly at the feaſt of E. &c. And alſo leuy, content and pay to the ſaid ſhirife, all ſuch greene ware, pipe ſiluer, and iſſues as the ſaid ſhirife ſhall be charged with in the ſaid hundred, and as ſhalbe extreated out to the ſaid Bailife to gather, to be paid to the ſaid Shirife afore the ſaid feaſt &c. That then &c. Sect. 227.

A Condition to reſigne a Vicarage.

The Condition &c. That if the within bounden E. S. within one monthe next after requeſt to him to be made by the within named W. C. or his certaine Atturney, do well and ſufficiently reſigne the vicarage perpetuall of the Church of D. in the County of E. in the dioces of L. and C. into the hands of the ordinarie of the ſaid place for the time being, to the intent that the ſaid Ordinary ſhall inſtitute and induct the ſaid W. or ſuch other perſon as the ſaid W. ſhall for that purpoſe name Vicar of the ſaid Vicarage, That then &c. Sect. 228.

A Condition to renew ſureties.

The Condition &c. That if the within bounden I. M. and T. D. or one of them, their heires, executors, &c. doe well and truely content and pay, or cauſe to be contented and paied vnto the within named W. M. his executors &c. the ſumme of xx. li. &c. in manner and forme following &c. And further, if at any time hereafter before the ſaid ſum of xx. li. be fully paid, as is aforeſaid, it ſhall happen the ſaid I. M. and T. C. or either of them doe die, Then the ſuruiuor of the ſaid I. and T. together with one good, able, and ſufficient perſon or ſurety, ſhall in ſtead of him that ſhall ſo depart, within three months next after the death of him that ſhall ſo depart, become and ſtand bound to the ſaid W. M. his executors or aſſignes, by another good and ſufficient writing obligatory, for the paiment Sect. 229.

of the said rr. li. or so much thereof, as shall then be and remaine vnpaied, in such manner and forme, to all intents and purposes as are contained in this present obligation, (the said W. his executors or assignes, vpon the sealing and deliuery of the said new writing obligatory, deliuering out the old obligation then remaining, to be cancelled) That then &c.

Defeasances.

A Defeasance of an Obligation.

Sect. 230. THis Indenture made &c. Betweene E. W. and W. W. Witnesseth, that whereas the said W. W. standeth bound vnto the said E. W. by one Obligation, Bond, or writing Obligatory, bearing the date hereof, in the summe of 200. li. payable at the feast of Easter next ensuing the date hereof, as thereby appeareth: That yet neuertheless, the said E. W. is contented, and for himselfe, his executors, and administrators, and euery of them, doth couenant, grant, promise and agree, to and with the said W. W. his heires &c. by these presents, that if these said W. W. his &c. do well and truely pay, or cause to be payed vnto the said E. his &c. T. li. of &c. vpon the feast day of the ascention of our Lord God, which shalbe in the yeare of our Lord God 1599. in the South porch of the parish church of R. in the county of Y. That then and thencefoorth the said Obligation, Bond, or writing obligatory to be vtterly voyd and of none effect in the Law, or else to stand, remaine, and be &c. In witnesse whereof the said parties to these present Indentures interchangeably haue set their hands and seales the day and yere first aboue written.

A Defeasance of a Recognisance for the payment of money at seuerall dayes.

Sect. 231. THis Indenture &c. Witnesseth, that whereas R. W. of D. in the countie of E. yeoman, and I. L. of C. in the county aforesaid yeoman, by a certaine recognisance preuided for the recouery of debts taken, recognised and sealed before S. C. W. knight, chiefe Iustice of the Kings Bench, bearing date the day of these presents, stand and be ioyntly and seuerally bounden vnto T. L. of C. in the county of E. yeoman, in the sum of C. li. sterling, to be paied as in the same recognisance thereof made, more plainly

plainly doth appeare: Neuertheleſſe, the ſaid T. for him, his heires and executors, willeth and granteth by theſe preſents, that if he the ſaid R. and I. their heires, executors, and aſſignes, or any of them, do truely content & pay, or cauſe to be contented and paied vnto the aforeſaid T. his heires, executors, or aſſignes, the ſum of rl. li. of good and lawfull money of England, in maner and forme following: that is to ſay, In the feaſt of &c. v. li. at the dwelling houſe of the ſaid T. where he now inhabiteth: And the firſt day of May &c. v. li. at the ſaid houſe, and ſo forth from yeare to yeare, and halfe yere to halfe yere euery firſt day of May next and immediatly inſuing one another, at the houſe of the ſaid T. as is aforeſaid. v. li. vntill the ſaid ſums of rl. li be fully contented and paid, that then, &c.

A Defeaſance to make a Leaſe, according to an old Leaſe thereof, and for quiet occupation thereof.

THis indenture &c. betweene T. W. and B. his wife, and G. M. of &c. Sect. 232.
Witneſſeth, that where the ſaid G. M. by his deed indented, bearing date the 28. day of M. in the fourth yeare of &c. haue demiſed, granted, and to farme letten vnto the ſaid T. W. and B. his wife, all thoſe his ſheepe paſtures, leaſes, feedings, and commons, ſet, lying, and being in the manors of S. and N. in B. in the county of N. with all and ſingular &c. To haue, hold, and occupy the ſame to the ſaid T. W. and B. their executors and aſſignes, from the day of the date of the ſaid deede indented, for and during the terme of 21. yeares thence next following, as by the tenor of the ſame deed indented more plainly it doth appeare. And whereas the ſaid G. M. perſonally ſtandeth bound before the Queenes Maieſtie, in her high court of Chauncery by a Recogniſance there acknowledged, bearing date &c. vnto the ſaid T. W. and B. his wife, in the ſumme of &c. as by the tenor of the ſame Recogniſance inrolled in the ſaid Court, doth and may more playnely appeare: It is therefore couenanted, condiſcended, fully concluded and greed betweene the ſame parties, and the ſame T. W. and B. his wife for themſelues, their &c. doe couenant and grant, to and with the ſaid G. M. his &c. that if he the ſaid G. M. his &c. within one yeare next after the full end, expiration, and determination of the ſaid rrj. yeres, and after a reaſonable and conuenient requeſt to the ſaid G. M. his &c. had and made by the ſame T. W. and B. his wife, or any of them, or the heirs &c. of them, or any of them, make, ſeale, and deliuer, or cauſe to be made, ſealed, and deliuered, a good, ſufficient, ſure, and indefeaſible new leaſe of the ſame ſheepe paſture &c. vnto the ſame T. W. and B. his wife, or the longeſt liuer of them, if either of the ſame W. or B. thē fortune to be dead. To haue and to hold the ſame, for, and during the terme of rr. yeares next

insuing, with onely such and no more rent reserued for the same, and such like, and no more, nor other articles, agreements, or couenants, than bee contained in the Indenture afore mentioned (the names of the parties thereunto, the date and expiration of the same new lease, and other things of course, and not of substance or effect onely to be changed and altered in the same, and by the assent or mutuall agreement of both the parties to the same, according to the true meaning and intent hereof.) And also if the same T. W. and B. their heirs &c. shall quietly haue, hold, occupy, and enioy the same premisses, by all the time of the terme of the said xx. yeares according to the tenor of the new appointed lease, paying such rent as is reserued and contained in the same Indentures, without any lawfull euiction or disturbance of the said G. M. his heires or assignes, or any other by him, his, or any of their procurement or commandment. That then &c.

A Defeasance of a Statute staple for debt.

Sect. 233. THis Indenture &c. Betweene E. C. of &c. and I. A. I. B. and I. G. of the other party, Witnesseth, that whereas the said I. A. I. B. and I. G. by one writing of Recognisance, bearing the date hereof, made according to the statute prouided and set forth for the recouerie of debt, sealed, taken, and acknowledged before sir T. D. kni. Maior of the staple at West. and W. F. esquire Recorder of the citie of L. are and stand ioyntly and seuerally bound to the said E. C. in the sum of CC. li. of lawfull money &c. as by the same writing or Recognisance appeareth. Neuertheless, it is agreed betweene the said parties, and the said E. C. is contented and pleased, and by these presents, for him, his executors &c. doth couenant &c. to and with the said I. A. I. B. I. G. and euery of them, their &c. in maner and forme following, that is to say: that if the said I. A. I. B. and I. G. or any of them, or &c. do well and truely pay, or cause to be paid vnto the said E. C. his &c. the summe of C. li. of &c. at, or in the now dwelling house of E. C. in the county of S. in, and vpon the 4. day of &c. (if the said I. C. and E. C. daughter of the said G. C. or either of them shall be then liuing in this transitory life,) That then the said writing or Recognisance of &c. shall be vtterly void and of none effect, as though the same had neuer beene made. In witnesse &c.

A Defeasance of a Statute knowledged before the chiefe Iustice of the Common Plees.

Sect. 234. THis Indenture &c. Between E. W. of &c. and W. W. of &c. Witnesseth that whereas the said W. W. standeth bound vnto the said E. W. by one statute, recognisance, or bond, bearing date hereof, knowledged before

sir

ſir E. A. knight, Lord chiefe Iuſtice of the common Plees at Weſtminſter, in the ſumme of CC. pounds, payable at the feaſt of Eaſter next inſuing the date hereof, as thereby appeareth : That yet neuertheleſſe, the ſaid E. W. is contented, and for himſelfe, his executors &c. and euery of them doth couenant, grant, promiſe, and agree, to, and with the ſaid W. W. his heirs &c. that if he the ſaid W. W. his heirs &c. do well and truely pay, or cauſe to be payd vnto the ſaid E. his executors &c. one hundred pounds &c. vpon the feaſt day of &c. in the South porch of the pariſh church of ſaint D. ſituate in Flætſtreet in London, That then &c.

In like maner may all other Defeaſances of Statutes Merchant and ſingle Recogniſances knowledged in the Chancery, or elſewhere be made, *Mutatis Mutandis*. And ſo we thinke we haue ſufficiently diſcourſed of the ſundry formes of Conditions, and Defeaſances of Obligations and Recogniſances: vnto which, Feoffements ſeem by good right worthie to be next placed,

Feoffements.

Of Feoffements, and what a Feoffement is.

A Feoffement, Feoffamentum or rather Feufamentum, for it ſeemeth to be deriued of Feudum, a Gottiſh word, ſo called a fide vel fidelitate, which is defined of the Ciuill Lawyers, A louing and free graunt of a thing either immoueable, or of like nature, by transferring of the vſe and profit thereof, retaining the very property vnder the doing of Fealtie, and other ſeruices. And of ſome it is ſaid to be a kind of protection or patronage, ſafegard, or homage, whereby ſome dignitie, penſion, or ground, is in ſuch maner giuen or graunted to any man, that hee and his heires and poſteritie ſhould for euer acknowledge the author of the ſame good turne, and worſhip him as their Patron or Lord, and defend his perſon, honour, lands and goods &c. By which I gather, that Feoffamentum generally ſignifieth donationem feudi. But with vs it is properly any gift or graunt, of any honors, caſtles, mannors, meſuages, lands, or other corporall immoueable things of like nature, to another, and his heires for euer, by the deliuery of ſeiſin and poſſeſſion of the thing giuen, whether the gift be made by word or writing. And when it is by writing, it is called a deed of Feoffement. And in euery Feoffement the giuer is called the feoffor, feoffator: and hee that receiueth by vertue thereof, the feoffee, feoffatus : As in theſe examples following. Sect. 235.

A Feoffement of Lands descended.

Sect. 236. SCiant &c. quod ego I.N. de P. in comitatu N. yeoman, filius & hæres R.N. nuper de P. prædꝫ defuncti, vendidi, concessi, & hac præsenti charta mea confirmaui W.F. decem acras terræ cum pertinentijs, iacen' & existen' in villa & parochia de B. in comitatu prædict', viz. inter terram &c. Quæ quidem decem acr̃ terr̃ cum ꝑtinen' nup fuerunt prædict R.N. patris mei, & quæ per & post mortẽ ipsius R. mihi præf. I. vt filio & hæredi eiusdẽ R. iure hæreditario descendebant. Habendꝫ & tenendꝫ prædꝫ decem acras terr̃ cum pertinentijs præf. W. hæred. & assignatis suis in perpetuum de capitalibus dominis feodi illius, per seruitia inde debita, & de iure consueta, ad opus & vsum dicti W. hæredꝫ & assignatorum suorum imperpetuum: Et ego vero pref. I. & hæredes mei prædict' decẽ acras terr̃ cum pertinentijs præf. W. hæredibus & assignatis suis, contra omnes gentes warrantizabimus imperpetuum per præsentes. In cuius rei &c.

A Feoffement of Lands purchased according to an Indenture &c.

Sect. 237. SCiant &c. qdꝫ ego I.P. ad instantiã & requisitionem W.F. ac in complementum & executionem certarum conuentionum & concessionum contentar̃ & specificar̃ in quibusdam Indentur̃, gerentibus datum quarto die I. vltimo preterito ante datũ presentium, factis inter me prefatum I. ex vna parte, & predꝫ W. ex altera parte, dedi, concessi, et hac presenti charta mea confirmaui eidẽm W. totum manerium meum de D. in S. cum pertinentijs in comitatu E. vna cum omnibus terris et tenementis, pratis, pascuis, pasturis, boscis, et subboscis, redditibus, reuersionibus, et seruitijs, et omnibus suis pertinenꝫ eidem manerio spectantibus siue pertinentibus, quæ ego prædꝫ I. nup habui mihi, hæredibus et assignatis meis, ex dono et feoffamento N. K. Habendum et tenendum totum &c. *vt supra.*

A feoffement in fee with a letter of Atturney.

Sect. 238. SCiant presentes ex futur̃, quod ego W.H. generos. dedi &c. W.C. manerium meum de T. &c. Habendꝫ et tenendꝫ prædictum manerium cum omnibus &c. prefat W.C. et I.S. heredibus et assignatis suis imperpetuum Et ego vero prædꝫ &c. Et vlterius sciant me prefatꝫ W. fecisse, ordinasse, cõstituisse, et in loco meo posuisse dilectos mihi in Christo R.F. et W.S. meos veros et legitimos Atturnatos, coniunctim et diuisim, adintrandꝫ & possessionem capiendam pro me, et in nomine meo, de, et in predꝫ manerijs, terris, tenementis, reuersionibus, et seruitijs, cũ omnibus suis pertinentijs, et post huiusmodi possessionem sic inde captam et habitam, deinde pro me et in nomine meo, plenam et pacificam possessionẽ et seisinam inde prefatis W. et I. aut eorum in hac parte atturnatꝫ siue atturnatis deliberandum, secundum

dum tenorem,vim,formam,et effectum huius preſentis charte mee: Ratum et gratum habens et habiturus totum et quicquid pred' Atturnati mei ſeu eorum alter nomine meo fecerint, vel alter eorum fecerit in premiſſis. In cuius rei &c. Dat' &c.

A Feoffement in fee on a decree in the Chancerie.

SCiant &c.q; ego I.B.ad inſtantiam et ſpecialem requiſitionem R.P.nec- Sect.239.
non vigore et auctoritate cuiuſdā decret' ſuper petitionem eiſdē R.P. in Cancel' domin' Regin' de et ſuper manerī de L.cum pertinent' in Comī E. verſus me habit': Tradidi,dimiſi,liberaui,et hac preſenti charta mea confirmaui eidem R.predict' manerī cū pertinentijs prefat' R.hæredibus et aſſignat' ſuis in perpetuum ad vſum eiuſdem I.hæred' et aſſignatorum ſuorum, ſecundū vim,formam et effectum decreti pred'. Habendum et tenendū &c. In cuius rei teſtimonium &c.

A Feoffement of the moitie of a Manor recouered by a writ of Entrie in the Poſt.

SCiant &c.quod ego I.D.pro ſumma quadraginta lib. &c. mihi per R.F. Sect.240.
præ manibus ſolut',de quibus quidem xl.li.fateor me plenarie fore ſatiſfactum & perſolutum, dictumque R.hæredes, executores, & adminiſtratores ſuos inde eſſe acquietos & exoneratos per præſentes:Dedi,conceſſi,& hac præſenti charta mea confirmaui eidem R. medietat' manerī de S. cum pertinentijs,ac vnius meſuag',vnius gardini,xx.acrar terr.x.acr' prati; xl. acr' paſtur', et xx.ſolid' reddit' cum pertinentijs in T.& C. in comī E. Quā quidē medietatem omnium & ſingulorum præmiſſorum cum pertin',ego pred' I.D.in curia domin' reg' coram I.B.milite, & ſocijs ſuis Iuſtic' ipſius domī reg' apud W.nuper recuperaui verſus N.P. et I.vxorī eius, per breue dict' domin' reg' de ingreſſu ſuper diſſeiſinam in le Poſt, prout inter record' de termino S.Hillarij,anno regni Henrici viij.&c.plenius apparet. Habendum et tenendum totam pred' medietatem dictorum manerī, terr', et tenementorum, ac cæterorum præmiſſorum cum ſuis pertinentijs præf.R. hæredibus et aſſignatis ſuis in perpetuum &c. *vt in aliis chartis præcedent'.*

A Feoffement in fee of lands by executors,&c.

OMnibus Chriſti fidelibus ad quos hoc præſens ſcriptum peruenerit, Sect.241.
W.et I.executores teſtamenti R.W.&c. Salutem in domino ſempiternam. Cum predictus R. per teſtamentum lectum & proclamatum in Huſtingo London' certo die &c.proximī poſt feſtum Sanct' Barnabe, anno reg.H.viij.&c.xix.dederit et legauerit I.vxori ſuæ tria tenementa ſua cum ptin' que habuit in dicta Ciuitate, vnde vnum tenementum ſituatum eſt et iac et

iacet in parochia S.Mar̃ virginis in Franchestrēt, inter tenementum &c.Et aliud tenementum situat̃ est &c.Et tertium tenementum situatū est &c.Habend̃ et tenend̃ predicta tria tenementa cum suis pertinentijs,prefat. I. ad terminum vitæ suæ.Et post decessum predict' I.voluit et legauit antedictus testator,quod predict̃ tria tenementa cū pertinentijs Agnet̃ fil' hered̃ de corpote suo legitimè procreatis integrè remanerent,et pro defectu hæredis de corpore eiusdem Agnet̃ legitimè procreati, voluit & legauit prædictus testator,quod prædicta tria tenementa cum suis pertinentijs,nobis prædictis W.& I.et executoribus nostris integrè remanerent ad vendendum & pecuniam suã inde percipiendam in operibus charitatis disponend̃, prout in eodem testamento plenius continetur.Et quia prædictus I.obijt,et prædictus A.similiter sine hæredibus de corpore suo legitimè procreat̃ decessit: Sciatis nos præfat̃ W. et I. executores dicti testamenti præfat̃ R. auctoritate dicti testamenti,dimisisse,concessisse,et hoc presenti scripto nostro confirmasse,ac pro quadam pecuniæ summa inde in complementum executionis dicti testamenti præ manibus solut̃,vendidisse R.L. de Lond̃ Ciui et Mercatori London', prædict̃ tria tenementa cum suis pertinentijs. Habendum et tenendum eidem R.hæred̃ &c.In cuius rei &c.

A Feoffement in London.

Sect.242. SCiant &c.quod nos C.T. & K.T. dimisimus & feoffauimus W.R.filio W.R. I.W.& I.R.de Lond̃,duo tenementa nostra cum domibus, cellarijs,sollarijs, grandinis, et omnibus alijs suis pertinentijs situatis in vico vocat̃ S.M.in parochia sanct' A super Cornehil Lond̃,scilicet inter &c.Quæ quidem &c.cū suis pertinentijs nos præd̃ C.T. et K.T. nuper habuimus cõiunctim,ex dimissione et feoffament̃ præd W.R. filij dicti W.R.et I.R. fratris eius,prout in quadam charta per præfat.W.R.& I.R.inde nobis cõfecta,cuius datum est &c.continetur. Habendum et tenendum prædicta tenementa &c. Dat̃ &c.

A Feoffement in fee of a Hundred.

Sect. 243. OMnibus Christi fidelibus ad quos præsens scriptū puenerit.R.R. Miles salut̃ in dn'o. Cum dn's rex nunc 31. die Maij, anno regni sui 25. per literas suas patentes dederit et concesserit mihi prefat. R.R. inter alia Hundred̃ de B.in comitatu E. cum omnibus iuribus,finibus, amerciamentis, wrec'maris,& alijs emolumentis & commodatibus eidem Hundred̃ debit̃ spectantibus siue pertinent̃ quouismodo. Habend̃ et tenend̃ hundred̃ pred̃,ac cætera premissa cum pertinen' mihi præf. R.R. hæred̃ & assignatis meis de dicto dno' rege et hered̃ suis,per seruitia inde ab ãtiquo debita et de iure consueta in perpetuum, prout in eisdem literis plenius cõtinet̃.Noueritis me pref.R.R.per presentes, dedisse, concessisse,et confirmasse,

maſſe,& virtute & auctoritate licentie mihi p̄ dictum dominum regem, p̄ dictas literas ſuas patentes conceſſ.reuerendo in Chriſto patri et d̄no R. permiſſione diuina B. & W.Epiſcopus,R.L.militi,R.B.I.H. ciuibus & Aldermanis London',& W.C ſeruienti meo prædictum hundredum de B. cum omnibus &c. Habend̄ et tenend̄ idem hundred̄ &c.ac cetera premiſſa cū pertinent̄ præfat̄ Epiſcopo R.L.R.B.T.H. et W.C.hæredibus et aſſignatis ſuis, de dicto domino rege et hæredibus ſuis,per ſeruitia inde ab antiquo debita,et de iure conſueta imperpetuum. Et ego vero &c.warrantizabimus &c.Et vlterius noueritis me præfat̄ R.R.per preſentes, feciſſe, conſtituiſſe, et in loco meo poſuiſſe dilectos &c.

A Feoffement in fee to the Husband and Wife.

SCiant &c.quod ego R.B.dedi &c.A.T.de eadem et E.vxori ſuæ,totum illud meſuag' meum quod ego habeo in dicta villa de S. ſituatum &c. Habendum et tenendum &c.In cuius &c. Sect.244.

A Feoffement in fee of Copihold lands.

OMnibus &c.T.B. Miles dominus manerij de W.in com' E.ſalutem in domino ſempiternam. Cum I.M. ad Curiam tentam apud manerī de W.prædict' die Lune proximo poſt feſtum S.Hill' Epiſcopi, anno &c. preſens in cur̄ ſurſum reddidit in manus domini manerij predict' duo tenemēta hæreditabilia,vnde vnū eſt cum domibus edificat̄,et aliud tenementum non edificat̄,ac cert̄ terr̄ mariſc' eiſdē tenementis ſpectant̄ cū omnibus ſuis pertinentijs,quondā vocat H. iacent̄ in W.præd̄, ad opus W.T.et vxor̄ eius, et hæred ſuorū. Quibus dominus per Seneſchallū ſuū conceſſit inde ſeiſinā, tenendū eiſdē W. et I. vxori eius, hæred' et aſſign' per virgā ad voluntatē domini, ſecundū conſuetudinē manerij, per ſeruitia et conſuetudines inde debita,et de iure conſueta imperpetuū,prout per rotulū curie prædict.latius patet.Poſteaque præd̄ I.obijt viuente præd W.viro ſuo,et idē W. legitim' poſſeſſionat̄ exiſtens, de, et in prædict' duobus tenementis ac ceteris premiſſis vt prædict' eſt in forma predict'.eadē duo tenementa ac cætera præmiſſa cū eorū p̄tinent' in manus meas nup̄ ſurſū reddidit,ad intētionē quod ego prædicta duo tenementa ac cetera premiſſa cū ſuis pertinentijs,p̄ chartā meā ſigillatā cuidā R.T.dimittere,tradere,liberare,et confirmarem.Sup̄ quo ſciatis me præfat̄ T.B.pro quadā pecuniæ ſūma &c.dimiſiſſe,tradidiſſe,liberaſſe,et hac preſēti ſcripto meo indētato cōfirmaſſe prefat̄ R.D.predict duo tenemēta,ac prd̄ terr̄ et mariſc' eiſdē tenemētis ſpectāt̄, cū omnibus ſuis p̄tinētijs.Habendū &c.præfat̄ R.D.hæredibus et aſſignatis ſuis liberè,quietè, benè, et pacificè per chartam inperpetuū. Reddendo inde annuatim mihi præfat. Sect.245.

præfat T.B.& hæredibus & aſſignatis meis dominis manerij predicti pro tempore exiſten', decem ſolid' legalis monet Angliæ ad feſta Paſch' & S. Mich. Archang' per equales portiones, & ſectam curie in manerio meo præd cum acciderit, Ac etiam vltra hoc reddendo ad quamlibet alienatioē ſeu venditionem predict' duorum tenementorum,ac cæterorum premiſſorum predict' mihi & heredibus meis dominis mañerij prædict' pro tempore exiſten' viij.s. legalis monet Angl' pro omnibus reddit, ſeruitijs & demandis quibuſcunque Ita quod ſi et quoties contingit predict annualem reddit x.s.aut præd reddit viij.s. aut dictam ſectam cui,cum vt præfertur ſolui debeat,ar etro fore in parte vel in toto poſt aliquē terminum ſolutionis inde prælimi t contra formam predictam,quod tunc & toties bene & liceat & licebit mihi prefa.T.B.hered. et aſſignatis meis dominis manerij predicti pro tempore exiſten',in predict duo tenementa, terras, & mareſc' præd,& in quamlibet inde parcellum intrare & diſtringere diſtrictioneſque ſic ibidem captas licete aſportare, abducere,effugare, decariare, & penes ſe retinere,quoſque præd reddit ſic aretro exiſten', et omnia inde arrerag' ſi que fuerint,nobis plenariè fuer ſatisfact et perſolut. Ac inſuper noueritis me prefat.T.B.feciſſe,ordinaſſe,&c.*vt in alijs chartis.*

A Feoffement of lands in auncient demeſne recouered there by fine.

Sect.246 SCiant &c.quod ego I.D. vendidi,dedi, conceſſi,& hac præſenti charta mea confirmaui I.S. illas tres toftas terre cum pertinen' voc' C. prout inſimul iacent apud H.infra parochiam de H.in com E.viz.inter terras &c. Ac etiā quendā annualē reddit trium ſolidorū et nouē denariorū, leuād & percipiend de tenement ſequent, ſcilicet de R.B. pro vno tenemento & certa terr in H.vocat G.ij.s.vj.d. & de N.P. pro vno tenemeto et vno gardino adiacente in H.præd vocat P.xv. denar ad duos anni termin', viz.ad feſta Paſc' & S.Mich.per equales porciones annuatim ſoluend, quæ nuper habui a T.M. & A. vxore eius, virtute cuiuſdā finalis concordiæ fact' in Curia dominæ K.reg. Angl' prechariſſ.conſortis H.viij. Dei gratia Angliæ &c. maner ſui de H. ibidem tenta decimo die Februar anno regni dicti domini regis 35.corā A.B.& C.D.balliuis ipſius regine maner ſui predict, ac P.D.R.C.I.W.& E.K.ſectatoribus curiæ illius,inter me prefat.I.D.quer et predict T.M.et A.iam vxor eius deforc', prout in fine præd.liquet manifeſtè. Habendum &c.*vt in alijs chartis.*

A Feoffement to the intent to reinfeoffe.

Sect: 247. SCiant &c.quod ego M.C. dedi &c. W. B. totum illud meſuagium &c. H,abend &c. prefat W.B. et heredibus ſuis &c. ad eam intentionem quod

quod idem W.B.aut heredes ſui infra decem dies proxiñ ſequent̃ poſt datũ huius preſentis charť meæ,refeoffabit ſeu refeoffari faciet me prefat̃ M.C. ac quoſdam I.K.et A.C.quã quidẽ A.idem I. Deo fauente ducet in vxorẽ, de et in predicto meſuagio &c.Habend̃ &c.mihi præfat̃ M.C.et aſſignatis meis ad ſolũ vſum mei ipſius M.pro termino vit̃ meæ,abſq ; impetitione alicuius vaſti.Et poſt deceſſũ mei ipſius M. tunc habend̃ et tenend̃ predictũ meſuagium &c.præfat̃ I.K.et A. et eorũ vtriq; diutius viuenti et hæred̃ maſculis de corpore ipſius I.K.legitimè procreat̃,ad ſolũ vſum ipſorũ I.et A.et eorũ vtriuſque diutius viuentis et hæred̃ maſculis de corpor̃ dict̃ I.legitiñ procreat̃.Ita ꝙ pro defectu hæred̃ maſcul' de corpore dict̃ I. legitiñ procreat̃, præd̃ meſuagiũ &c.poſt deceſſũ ipſorũ I.et A.integrè remanet mihi prefat̃ M.et hæred̃ meis imperpetuũ &c.*vt in alijs chartis.*

A refeoffement.

SCiant &c.quod nos T.P.et W.S.ad ſpecialẽ inſtantiã I.M. dimiſſimus tradidimus,feoffauimus,liberauimus, et hac preſenti charta noſtra confirmauimus eidẽ I.ac M. vxori eius totũ illud meſuagiũ &c. Quod quidẽ meſuagiũ cũ predictis duobus acris terræ cũ pertinentijs, nos prenominati T.P.et W.S.nuper coniunctim habuimus nobis et hered̃ noſtris imꝑpetuũ ex dono,conceſſione,feoffamento,et charť confirmatione I.M.prout in quadam charta cuius datum eſt primo die Auguſti vltimo præterito, ante dat̃ præſentium inde nobis confect̃,plenius apparet. Habend̃ &c. In cuius rei teſtimonium &c. Sect.248.

A Feoffement of lands given by Teſtament.

SCiant &c. quod ego I.M. dedi,conceſſi, et hac præſenti charta mea indeutata confirmaui T.P.et W.S.vnũ meſuag' &c.Quod quidẽ meſuagiũ, &c.nuper fuer̃ N.F.defuncti. Et quod idẽ N.per ſuũ teſtamentum et ultimã voluntatẽ factũ et declaratũ in ſcript̃ , ſecundum formam ſtatuti inde prouiſi, mihi præfato I.et heredibus meis nuper dedit et legauit, prout in teſtamento vltimæ voluntatis predicte,cuius dat̃ eſt primo die Maij, anno Domini&c.et anno regni Henrici octaui Dei gratia &c. plenius continetur. Habend̃ ſub forma et conditione ſequentibus,viz.quod predict̃ T.B.et W. S.vel hæredes aut aſſignati ſui cum inde requiſit̃ fuer̃,refeoffabunt me præfatum I.M.ac quandam M.vxorem meam,de,et in prædicto meſuagio &c. Habendum et tenendum nobis prefat̃ I.et M.ac heredibus et aſſignatis meis predict̃ I.imperpetuum. Sect.249.

In cuius rei teſtiñ vni parti preſentis charť meæ indentat̃ penes prefat̃ T.et W.remanent̃,Ego predict̃ I.M.ſigillũ meũ appoſui.Et qua idem ſigillum

lum meũ quã pluribus eſt incognitum, ideo ſigilla honeſtorũ virorũ R.R. R.S.et E.K.teſtiũ in teſtamento et vltima voluntate predict̃ N. F. nominatoꝝ,et ſpecialiter vocat̃, præſentibus appoſui et apponi procuraui. Et nos predict̃ R.R.et E.ad ſpecialem inſtantiam et perſonalem rogatum predict' I.M. preſentibus ſigilla noſtra appoſuimus in fidem & teſtimonium omniũ premiſſorum: Alteri vero inde parti penes me prefat' I.M.reſidenti,predict T.P et W.S.ſigilla ſua appoſuerunt,Dat &c.

A Feoffement of a Manor.

Sect. 250. OMnibus Chriſti &c.ad quos &c.peruenerit, E. N. Miles cancellarius Curiæ augmentationum Coronæ domini regis, Salutem in Domino ſempiternam. Sciatis quod ego præfatus E.N.virtute vigore et auctoritate licentiæ reg. ad infraſcript̃ faciend' præmiſſ. habit̃ et obtent̃, ac pro quadam pecuniæ ſumma mihi præfat' E.per I.W. Milit' Theſaurar̃ Curie predict.præ manib' bene et fideliter perſolut',tradidi,feoffaui,vendidi,barganizaui, et hac præſenti charta mea,confirmaui I.W.totum illud maneriũ meum de R.in comitatu O.cum ſuis mẽbris & pertinentijs vniuerſis nuper Monaſterio de S.dudum ſpectant' et pertinentibus. Necnon patronat',adnocation', nomination',preſentation',et ius patronatus Eccleſiæ & rectorie de R. in comitatu O. dict' nuper Monaſterio de S. dudum ſpectantia & pertinentia, ac etiam omnia & ſingula maneria,meſuagia, grangia, molendina,domos, ædificia,hortos,columbar̃,pomar̃, gardina, terras,tenementa, prat̃,paſtur̃,et paſcua,boſcos,ſubboſcos, vias, communias,aquas,piſcar̃,ſtagna,viuar̃,eſtuar̃,parcos,warren', vaſta,moras, iampn', bruer̃, mariſcos, tam ſalſos,quam dulces,reuerſiones, ſeruic', reddit', et proficua ſuper quibuſcunque dimiſſionibus et conceſſionibus reſeruat', reddit' et firm' omnium tenementorum et firmariorum ad terminum vitæ et annorum per copiam Curiæ et cuſtomar̃,reddit' ſeruic',redit' oneris,redit' ſiccos, annuitates, ac feod' firm',feod' militũ cur̃.letas,vif.franc' pleg',ac omnia que ad vif.francipleg' ꝑtinẽt,natiuos, & villanos cum eorũ ſequel', et bona et catalla wauiata,bona et catalla felon' et fugitiuorũ,vtlagatorum,attinctorũ, et in exigendis poſit̃,eſchaet̃,releuia,extrahur̃,libertates,franchef.iur̃.iuriſdictiones priuilegia,et omnia alia proficua,commoditates,poſſeſſiones, et hæreditamenta mea quecunq; cũ eorum pertin' vniuerſis,ſituat̃, iacent̃, et exiſten' in villa,campis,parochia,ſeu hãlet̃ de R.parua in dicto coñ O.Ac etiam reuerſiones & reddit̃ omniũ & ſigillor̃ præmiſſor̃ & cuiuſlibet inde parcell', ac omnes & ſingulos boſcos & ſubboſcos, et arbores quaſcunq; ſuper eiſdem creſcent̃ ſiue exiſtent̃,Adeo plenè, liberè, et integrè,ac in tã amplis modo et forma,ac cum omnibus eiſdẽ et huiuſmodi et conſimilibus libertatibus priuileg.iuriſdictionibus,francheſijs,iuribus,proficuis et commodităt quibuſcunq;

buſcunq;prout dictus Rex nunc Henr̃ octauus Dei gratia &c. per lr̃as ſuas patentes ſub magno ſigill' ſuo Angliæ confectas,gerentes datũ apud Weſtmonaſteriũ decim̃ octauo die &c.anno regni ſui &c.mihi præfat̃ E.N.ac hæredibus et aſſignatis meis iamdudũ inter alia dedit et conceſſit, et adeo plene,libere, integre, et in tam amplis modo et forma, prout premiſſa aut aliquam inde parcell' modo habeo , ſiue habere debeo , ratione , vigore,& virtute dictar̃ literarũ patentium inde mihi vt præfertur confect. aut aliter quocunq;modo.Habend̃, tenend̃, et gaudend̃ pred̃ manerium de R.et prædicta meſuagia,terras,tenementa,prata, paſcua,paſturas, reddit̃ reuerſiones,ſeruitia,aduocatiões,&c.ac cetera omnia premiſſ.ſuperius expreſſa et ſpecificat̃,cum eorũ ptinen' vniuerſis prefato I. W. ac hæred̃ & aſſign' ſuis imperpetuũ,ad ſolũ et proprium opus et vſũ ipſius I.W.hæredũ et aſſign' ſuorũ imperpetuũ.Reddendo inde annuatim dicto domino Regi,heredibus et ſucceſſoribus ſuis x. li. bonæ & legalis monetæ Angl',ad dictam Curiã Augmentationũ reuenc' Coronæ Regiæ,ad feſtum ſancti Mich.archangel' ſingulis annis ſoluend̃ pro omnibus alijs ſeruitijs,ſectis, & demandis quibuſcunq;eidem domino Regi,hæredibus vel ſucceſſoribus ſuis quouiſmodo reddend̃,ſoluend̃,vel faciendis,Tenend̃ &c,In cuius rei &c.

Liuerie of ſeiſin.

Albeit dædes of Feoffement thus made bée ſealed and deliuered by the Feoffor vnto the Feoffee, and openly read,yet the things in ſuch Charters contayned, paſſe not without liuerie of poſſeſſion and ſeiſin,Litt̃ ſect.59 & 60. For no feoffement can be made without Liuerie of ſeiſin. It is méete therefore I ſhould ſhew what Liuerie of ſeiſin is,and to what end it was inuented,and how it ought to bée made. It is termed in Latin, Traditio poſſeſſionis, Inueſtitura,vulgo deliberatio ſeiſine,which is nothing elſe, but datio poſſeſſionis, for Tradere non ſignificat rei proprietatem dare, ſed rem ipſam accipienti porrigere,eiuſue poſſeſſionem ad illum transferre : wherefore we may well define Liuerie of ſeiſin to be a ceremonie in our Law, vſed in the conueying of lands or tenements , or other things corporall (for of things incorporall no liuerie of ſeiſin may be) by feoffement from one man to another in fée ſimple, fée taile, or for the terme of life, as an agreement or token of the willingneſſe of the Feoffor to depart with, and of the feoffée to receiue the things whereof the feoffement is made. Which Sect.251.

was

was ordained at the first, that the common people might thereby haue notice of thalteration of such estates, and so better know in whom the right thereof remained, for their common quiet and repose, Perkins 209. 210. Bract. li. 2. ca. 18. sect. 12. The vsuall manner of deliuerie of seisin of houses, lands, tenements, is, that the feoffor and feoffee if they be present, or in their absence, their Procurators, or Atturneys (by sufficiēt warrants of Atturney in writing) do come to the house or place whereof seisin is to be deliuered: And there in the presence of sundry good witnesses openly reade, or cause to be read, the deed of feoffement, and letter of Atturney thereof, or to declare the very effect thereof before them in English: which being so done, the feoffor or his atturney, must take a clot of earth, or a bough, or a twig of a tree thereupon growing, or the ring or hasp of the doore of the house, and deliuer the same with the said deed vnto the feoffee or his Atturney, saying: I deliuer these vnto you in name of possession and seisin of all the lands and Tenements contained in this deed, to haue and to hold according to the forme and effect of the same deed. If the feoffemēt be without deed (as it may well be) then at the time of the deliuery of seisin, must be expressed the very estate which the feoffee must haue thereby. In deliuerie of seisin, all persons hauing any lawfull possession or seisin in the thing, of which seisin is to be deliuered, ought either to ioyne together in the making of the liuery of seisin, or to be remoued thence, as lessees for yeares, or for life: for euery Liuerie ought to bring an immediate possession vnto the feoffee. Littleton sect 61. & 418. Also if the feoffement be of diuers parcells of lands lying in seuerall townes in one county, Liuery of seisin in any part thereof sufficeth for all, if they be then in the feoffors possession and out of Lease. But if they be in diuers Counties, or in Lease, or out of his possession, it is conuenient that he enter into euery parcell thereof, and make Liuery of seisin in euery seuerall parcell thereof, for he can giue no possession vnto his feoffee if he haue it not in himself at the very instant of the deliuery of seisin made, Littleton c. 18. sect. 1. And Bracton saith, Non iacebit seisina aliquo cēpore medio vacua. By liuery of seisin the feoffor transferreth vnto the feoffee all that he hath in the things whereof the liuerie is made, according to the state thereupon limited. If two seuerall deeds of feoffement be made to two seuerall persons of one selfe thing, it palleth vnto him vnto whom seisin is first deliuered, according to the verse:

Rem domino vel non domino vendente duobus,
In iure est potior, traditione prior.

Where the gift or graunt is of Lands or Tenements in lease, they commonly passe by Attournement of the particular tenants thereof, and not by liuerie of seisin. And the like order is to passe things which cannot

passe

passe but by graunt in writing, as seruices, reuersions, remainders, rents, commons &c. of which it shall be intreated in the chapter of Grants, Litt sect 283. And by euery Liuerie of Seisin passeth an estate of free-hold at the least.

The manner of indorsing or entring of Liuery vpon deeds of feoffement by the feoffor to the feoffee in their owne person. Thus.

MEmorand, quod decimo die Martij, ann. &c. plena & pacifica possessio & seisina de manet & tenementis infraspecificat cũ pertin', data & deliberata fuit p infranominat A.B. infranominat C.D. in proprijs personis suis, secundũ vim, formã, tenorẽ, & effectũ chartæ infrascript, in presentia eorũ quorũ nomina subscripta sunt, viz. A.B. C.D. E.F. & aliorũ. Subscribing the names of the witnesses present thereat. Sect. 252.

Or by their Atturneys thus:

Memorand, quod decimo die Maij, anno 38. El. Reg. &c. plena & pacifica possessio & seisina de tenementis infrascript cum ptin' &c. data & deliberata fuit p E.F. & E.H. attorn' infranominat A.B. cuidã G.H. attorn' infranominat C.D. virtute seperal' literar attornat eis inde cõfectar, iuxta vim, form, tenorem, et effectũ chartæ infraspec', & literarum attornat præd, *vt supra*. Sect. 253.

Or thus:

Per infranominat E.F. attornat præd A.B. iuxta &c. *vt supra*. Or to the like effect in Latin or English.

Of letters of Atturney to giue and receiue seisin, shal be spoken in their place: Albeit they may be inserted in the deeds of Feoffement, *vt supra*.

A Gift or Grant in taile.

OMnibus Christi fidelibus ad quos hoc præsens script indentat preuenerit, H. Comes A. salut in dom sempitern'. Sciatis me pref. H. Com A. tã pro & in cõsideration' summæ &c. bon' & legalis monet' Angl' mihi pref. com p F.B. & S. gen. præ manibus bene et fidelit' psolut', vnde fateor me pref. Comitẽ plenar fore satisfactũ et persolut eundemq; F. hæred, executt, & administr suos inde plene acquiet' & exonerat' esse p presẽtes, quod etiã in parte cõplemẽt quarũdã cõuẽtiõ' & agreamẽtor cõtẽt, declarat', & specificat', in quibusd Indẽt' fact. int' me præf. C. & I.D. & I.L. vxor dict' filiã meã dict' Cõ' ex vna pte, & pref. F.B. ex altera parte geren. dat' &c. an. reg. dom nostre El. Reg' nunc 5. tradidi, cõcess. & hoc præsẽti script meo confir- Sect. 254.

confirmasse præf. F.B. omnia illa ter', tenementa, prata, pascua, pastur', boscos, subboscos, liberas communias, et hæred', iacent' sive existent' in C. et S. in hoc præsenti script' indentat' inferius express. declarat', seu specificat', omnibus & omnimodis libertatibus, regalitat, iurisdictionibus, priuilegijs, & franchesijs de, & in eisdem terris, tenemētis, cæteris permissis, et in qualibet inde parcel' mihi pref. Com', hæred', et assignatis meis tātummodo et omnino except' et reseruat', viz. omnia illa, terras, tenementa, prata, pascua, et pastur', modo vel nuper parcell' terr' dominical' predict' manerij de S. in dicto com' S. vocat' seu cognit' per nomen vel nomin' de B. alias **le. strætmeadow, great p. meadow, Pœle head**, ac **H. meadow** : Ac etiam totam illam parcell' terræ ibidē vocat' **le hill vnder. S.** Ac totam illam aliam parcellam terræ ibidem adiacent' gardino prædicto F.B. in longitudine &c. inter domum dicti F. ibidem nouo ædificat', & quendā campū ibidem vocat' N. & in longitud' inter mess. dict' F. & alt' viam ibidem ducent' ad &c. Ac etiam totam illam aliam parcell' terr' ibidē vocat' le R. Ac etiā totā illā acr' terr' vasti ibid' incen' inter le B. & le C. Ac etiam totum illum aquæ cursum vocat' sive cognit' per nomen de le C. per vel super dict' aeram terr' vasti modo curren' cum omnibus & omnimod' cōmijs & proficuis, membris, commoditatibus & pertin' vniuers. dict' premissis seu alicui inde p'cell' quoquo modo spectan' sive pertin', aut vt membr', partes vel parcell' præmiss. prius concessor', seu alicuius inde parcell' cōmunit' ante hac habit', cognit', vsitat', locat', seu demiss. existen'. Ac omnes & omimod' boscos, subboscos, & arbores suas quascunque, de, in, & super premiss. super preconcess. crescen' sive existen', ac solum, & fundum eiusdem bosci, necnon rem' & reuersiones quascunq; singulor' premiss. & cuiuslibet inde parcell', & reddit', et alia annual' profic, quæ cum, de, vel super quibuscunque dimissionibus sive concessionibus præmissorum & cuiuslibet inde parcell' quoquomodo reseruat' sive habit' sint, vacua, libera vel communia, in omnibus terr' seu vastis meis infra manerium sive dominiū meū predict', & in qualibet inde p'cell. Habend' et tenend' omnia et singula pred' terr', tenem. hæredita. & cætera omnia & singula premiss. superius express. & specificat' cū omnibus et singulis suis pertinen' præfat F.B. et hæred' de corpore suo legitim' procreat', & procreand'. Et pro defectu talis exitus, remanere inde R.B. filio cuiusdam R.B. de B. in com' S. gen' & hered' de corpore suo legitim' procreat', & procreand' : Et pro defect' talis exitus remanere inde hæred' cuiusd' I.B. p'ris predict' F.B. defunct', et de corpore ipsius I. legitim' procreat' et procreand'. Tenend' de me prefat' Com' A. hæred' et assign' meis vt de manerio meo de S. pred' in dict' com' S. in liber' socagio & non aliter, viz. p' fidelitat', & sect' cur' manerij de S. predict' viz. ad duas cur' ibidē super rationabiles monition' vel notitias ann' tenend' (vocat' **le great Courts**) et reddend' inde annuat' mihi prefat' Comiti hæred' et assign' meis &c. ad festa &c. Et annuat' soluend' p' equales portiones, ac red-

dend' inde mihi præf.Com' hæred' et aſſign' meis poſt mortem cuiuſlibet tenen' de predict' terr',ten', & cæter' premiſſis vnā Harietam viz. optimum animal cuiuſlibet tenentis, vel 3 3.s. legal' monetæ Angl' pro qualibet harier' de tempore in tempus capiend' ſeu recipiend', ad electionem mei præfat' Comit' hæred' & aſſign' meor' capiend' ſiue recipiend' : Ad faciend' et reddend' mihi præf.Comiti hæred' et aſſign' meis omnia alia onera & ſeruitia quæ pro premiſſ. ſeu aliqua inde parcell' per hoc preſens ſcript' prius conceſſ. ante hoc tempore guerr' fieri conſuet' fact per conſuetud' maner' pred' pro omnibus alijs ſeruitijs,releuijs, exactionibus, rebus, et demand' quibuſcunque proinde quoquomodo reddend',ſoluend',vel faciendum. Et ſi contingat præd' reddit', feſtam cur', vel harier', vel ſummā præd', ac alia oner' reſeruat' in forma præd',aut aliquam inde parcellam aretro fore in parte vel in toto poſt aliquod feſtum, aut tempus præd' ad quod ſolui vel fieri debeat aut debent, quod tunc bene licebit mihi prefat' Comiti hæred' & aſſign' meis, in omnia et ſingul' præd' terr',tenement',et cetera præmiſſ.cum pertin' et quamlibet inde parcell' intrare & diſtringere, et diſtrictiones ſic ibid' capt' et habit' aſportare, effugare, et penes me retinere, quouſque de eiſdem ſeruitijs, reddit', oneribus, et hariet', et ſumma pred' plenar' ſatisfact', content', & perſolut' fuero, ſeu aliquis noſtr' perſolut' fuerit. Ac etiam ſi contingat præd' F. B. aut aliquem hered' de corpore ſuo legitim' procreat' aut aliquem hered' de corpore præd' I. B. pris legit' procreat' ad aliquod tempus impoſterum pred' terr', tenement', & ceter' premiſſ. aut aliquam inde parcell' alienare, diſcontinuare, vel vendere, per aliquam recuperationem ad communem legem,aut aliter, quod eiſdem alienationibus, venditionibus, aut recuperationibus non obſtant' bene licet & licebit præf. mihi Com', hered' et aſſignat' meis in omnia predict' meſuag. tenement', et cæter' premiſſ. cum pertin' et quamlibet inde parcell' intrare et diſtringere pro eiſdem vel conſimilibus reddit', fect',cur',hariet', ſummis, ſeruitijs, & al' oneribus pred', vt ſupra dictum eſt, ſecundū veram intention' huius preſent' ſcript' mei inde confect'.

Ac ſi fortè eueniat præd' reddit', hariet', ſummam fect' cur', aut alia ſeruitia & onera pred' extinguend' aut determinand. fore, ratione alicuius recuperationis, quod tunc etiam bene liceat, et licebit mihi pref. Com', hered et aſſign.meis in omnia præd.terr',tenement' et cæter' premiſſ. cum ſuis pertin. et quamlibet inde parcell' intrare et diſtringere vt ſupradict' eſt, pro tantis et conſimilibus reddit',hariet',ſūmis fect' cur',et alijs ſeruitijs & oneribus ſuperius per præſent' mihi pref.Com.et hered.meis reſeruat', aliquibus alienationibus, diſcontinuationibus,venditionibus,ac recuperationibus in contr' non obſtante.

Prouiſo tamen ſemper quod predict.Comes, hered. neq; aſſignat' ſui colore premiſſ.aut alicuius in eodem ſpecificat' habebunt neque percipient nec habere aut precipere clamabunt ſeu vindicab.pro præmiſſ.duos ſeperal' reddit.ſect.cur,ſiruic.et onera præd. nec color præmiſſ. diſtringant aut diſtringere poſſint ſeu valeant in præmiſſ. neque in aliqua inde parcell. pro eiſdem,aut pro aliqua inde parcell. contra veram intentionem huius preſentis ſcripti inde confect. Et ego vero pred comes & hered mei omnia predict. terr̃,tenement. hereditament.& cetet̃ premiſſ.cum omnibus & ſingulis ſuis pertin.pref.F.B.& her̃ ſuis pred.Et pro defectu talis exitus pref. R.B.& hered.ſuis pred.Ac pro defectu talis exitus præf. hæred præd I.B. contra me pref,Com.& hæred meos,& contra omnes al' perſonam et perſon.claim',aut habentes aliqd ius,titulum, rectum, vel intereſſe, de aut in præmiſſ.ſeu in aliqua inde parcell',pro me præf.Com',hæred,vel aſſignatis meis warrantiz. & imperpetuum defendemus per præſentes. Et vlterius concordatum eſt,& predict' F.B.pro ſe et hæredibus ſuis conuenit & concedit,ad,& cum præf.Com̃,hæredibus & aſſignat.ſuis, qd ſi contingat pref. F.B.ſine hæred aliquo de corpore ſuo legit̃ procreat. obire, aut ſi contigerit hæred omnes de corpor̃ præd I.legitimè procreat.ſine hæred aliquo obire de corporibus eorum , aut de corpore alicuius eorum legitim' procreat, qd. tunc & deinceps præd H.pro defect. tal.exit. (vt prefertur) ac omnes hered dict.F.B. collater̃, ac omnes al' perſona & perſone,& eorum hæred qui tunc habebunt aliquod ſtatum,ius,tituluim,ſeu intereſſe quouiſmodo,de vel in præmiſſ.ſeu aliqua inde parcell',ſtabunt & erunt ſeiſiti,de, et in omnibus & ſingulis premiſſis,ad opus & vſum eorundem perſone & perſonarum,ac hæred ac aſſign' ſuorum,qui aliquo tẽpore poſtea habebunt aliquẽ ſtat̃,vel &c.

A gift in generall taile tripartite, with remainders ouer.

Sect. 255

SCiant &c.quod ego A.B. dedi, conceſſi & hac preſenti charta mea tripartita indentat confirmaui C.B. filio meo, totum illud ten'tum meum &c.in &c. Habend & tenend pred tenement.&c. præf. C.B. & hæred de corpore ſuo legit.procreat̃.Et pro defectu her̃ de corpore dicti C.legit.procreat,volo quod pred ten'tum cum gardin' ſuiſq;,ptin D.B.fil.meo natu minori integrè remaneat: Habend & tenend illi,& hered de corpore ſuo legit. procreat,de capitalib.dominis feodi.Et pro defect.hered de corp.ipſius C. legit procreat̃,volo qd præd ten'tũ cũ gardin' ſeu horto ſuiſq;,ptin' integrè remaneat hered legitim' pred C.B.imperpet̃.Et ego vero prenominatus A B.et her̃ mei pred tenemẽt' cũ gardin.et ſuis pertin.pref.C.B.& her̃ de corpor̃ ſuo legit. procreat, in forma pred contra omnes gentes warrantiz. & imperpet̃

imperpet̃ defendemus. In cuius rei teſtimoniū duabus partibus huius charte meæ tripartite indentate penes præf. C. & D. remanentis, ſigill' meū appoſui: Tertio vero parti eiuſdē charte penes me præf. A.B. remanent̃, præd̃ C. & D. ſigill' ſua appoſuerunt. His teſtibus &c.

Eodem modo de chartis Quadripartis, Quinquepartitis, & ſimilibus dicendum eſt.

A giſt in the ſpeciall taile.

OMnibus &c. Dediſſe &c. et conceſſiſſe, ac tenore preſentium dare et concedere A.B. totā domū &c. Habend tenend', et gaudend dictā domum &c. pref. A. I. & ipſius maſculis de corpore ipſius A. inter eundem A. & Eliz. vxor̃ eiuſdem A. legit̃ procreatis & procreandis. Tenend̃ &c. Sect. 256.

Another forme of ſpeciall taile.

PAteat præſentibus & futuris, quod ego A.B. dedi & conceſſi, ac per preſentes, do et concedo chariſſim' mihi in Chriſto D. & A. vxori eius, manēr̃ meū &c. Habend̃ &c. præf. H.D. et A. vxori ſuæ, ac hær̃ maſculis de corporibus eorum inter eos legitime procreatis &c. Sect. 257

The forme of a giſt in Frankemariage.

SCiant &c. me M.H. de W. dediſſe, & conceſſiſſe, ac preſenti charta mea confirmaſſe I.A. filio meo, et Marg' vxori eius, filiæ veræ T. N. in liberū Maritag', vnum meſuag' &c. Habend̃ &c. præf. I. et M. vxor̃ ſue, et hæred̃ de eorum corporibus legitim' procreat', de me, & hæredibus meis in perpet̃. Et ego prenominatus W.H. et hæred̃ mei præd̃ meſuag' &c. præf. I. & M. vxori ſuæ, et her̃ de eorund̃ corporibus, legitime procreat', contra omnes gentes warrātizabimus, ac aduerſus capital' dominos, ceteroſq; vniuerſ. acquitabimus & defendemus inperpet' per preſentes. In cuius &c. Sect. 258.

Or thus.

Habend̃ &c. præf. H. & M. & hæred̃ quos procreabit de corpore M. vxoris ſuæ &c.

Or thus.

Habend̃ pref. H. & M. vxori eius, et hæred̃ de corpore præd̃ H. legit̃ procreat' &c.

Or thus.

Habēd' præf. H. et M. vxori eius, et hered. de corpore ſuo per pred. H. legitime procreandis. &c.

Feoffements to vſes.

SCiant &c. Quod ego I.B. in complementum et performationem quarundam conuentionum, conceſſionum, & agreamentorum, ſpecificat' et declarat' in quibuſdam Indenturis, geren' datum die dat' huius præſentis Sect. 259.

chart̃ indentat̃ fact' inter me præfatum I.B. ex vna parte, et W.P. et G.P. ex altera parte, Conceſſi, feoffaui, et hoc preſenti ſcript' meo indentat̃ confirmaui eiſdem W.P. et G.B. heredibus et aſſignat̃ ſuis, omnia illa meſuag' &c. Habend̃ et tenẽd̃ &c. præfat̃ W.P. et G.B. hæred' et aſſignatis ſuis, ad opus, vſus, intention', ac ſub conditione in dict' Indentura ſpecificat̃ et declarat̃, ſecundum formam, effectum, et veram intentionem dictæ Indenturæ de capitalibus dominis &c. Et ego vero predict' I.B. et hered' mei omnia et ſingula dict' meſuag', terr̃, et tenementa, ac cetera præmiſſa, cum omnibus et ſingulis ſuis pertin' præfat̃ W.P. et G.B. hered' et aſſignatis ſuis, ad opus et vſum predict̃, tam contra me præf. I.B. hered' et aſſign' meos, quam contra hered et aſſign' R.B. nuper de N. warrantiz. et imperpetuũ defendemus p̃ præſentes. In cuius rei teſtimonium &c.

A feoffement vntill a certaine ſumme of money be paid.

Sect. 160. SCiant &c. quod ego I.V. in complement̃ vltime voluntatis C.D. demiſi, tradidi, liberaui, et hoc preſenti &c. H.T. I.T. et I.C. quãdam parcellam terræ meæ arabilis cum pertinen', continent̃ &c. Quam quidem parcellam terræ inter alias terras et tenementa, ego præd' I.V. ſimul cum T.C. &c. iam defuncto nuper coniunctim habuimus nobis, heredibus et aſſignatis noſtris, ad vſum dicti T.C. heredũ et aſſignatorũ ſuorũ, et ad inde perimplẽd̃ vltim̃ voluntat̃ ipſius T. ex dimiſſione, liberatione, et chartæ confirmation' I. H. filie et hered' I.S. Habend̃ et tenend̃ predictã peciã terr̃ cum pertinen' prefat̃ H.T. I.T. et I.C. hered̃ et aſſignat̃ ſuis in perpetuũ de capitalibus dominis &c. ad vſũ eorũdẽ H.T. I.T. et I.C. hered̃ et aſſignat̃ ſuorũ, donec et quouſq; idẽ H.I. et I. hered̃ et aſſig' ſui, de exit̃, reuẽtionibus, et proficuis, proueniẽtibus de predict' parcel' terr̃ cũ pertinen', fidelit' et plenarie cõtẽt̃ fuerint et ſatisfact' de ſumma x. Marcarũ legal' monetæ Angl' vltra omnia onera et repriſ. iuxta voluntat' ſupradict' T.C. diſponenda. Et poſtquam dict' decem Mar̃ ſic plenarie perſolut' fuerint, quod tunc dicti H.T. I.T. et I.C. hæred̃ et aſſignat̃ ſui ſint et exiſtant feoffati, de et in predicta parcella terræ cũ pertin', ad vſũ Alicie, nuper vxoris dicti T.T. durante vita ipſius Alic', et poſt eiuſdem Alic' deceſſum, ac poſtquã predict' decẽ marce ſic plenariè p̃ſolut̃ fuerint vt prefertur, tunc ad vſũ W.C. filij pred̃ T.C. ac hered̃ et aſſignatorũ ſuorũ in perpetuum. In cuius &c.

A Feoffement to the vſe of the Vendor, if he ſaue his ſureties harmeleſſe, and if not, to the Vendees vſe.

Sect. 161. SCiant &c. quod ego E.M. in complementum et perfor̃ation' cuiuſdam barganiæ et venditionis per me quibuſdam R.B. &c. et E. vxori eius nuper

nuper fact', necnon ad inſtantiam & ſpecialem requiſition' ipſorum R.B. & E. vendidi, dedi, conceſſi, liberaui, feoffaui. & hac preſent̄ charta mea indentata confirmaui prefato R.B. & E. vxor̄ eius I. R. et C.S. totum illud &c. quæ ego predict' E. nuper habui mihi hered̄ & aſſignat̄ meis, ad ſolum opus et vſum mei ipſius E.M. hered̄ et aſſignatorū meorum, ex dono, conceſſione, et carte confirmatione T.M. et A.N. prout per quandam cartam &c. Habend̄ et tenend̄ prædict' &c. præfat̄ R.B. et E. vxori eius, hered' et aſsignatis ſuis ad opus et vſum, ac ſub conditione ſequenti, videlicet, Quod ſi pred̄ R.B. et E. vxor eius, hered̄ vel execut̄ ſui exonerauerunt aut indēnes conſeruauerint, vel exonerar̄, vel indēnes conſeruari fecerint, vel vnus eorū exonerauit, aut indēnes conſeruauerit, vel exonerari aut indēnes cōſeruari fecer̄ I.R.C.S. et E.B. hered', executor', et adminiſtrat̄ ſuos, et eorum quemlibet, erga me prefat̄ E.M. execut̄ et adminiſtrat̄ meos, et alios quoſcunque, de, et pro ſeperalibus ſcript̄ obligat', geren' dat' die dat̄ huius preſentis charte, In quibus predict' R.B. I.R.C.S. et E.B. coniunctim et diuiſim tenentur et obligantur mihi prenominato E.M. pro debito antedicti R. B. ac pro perquiſitione præmiſſ. in quolibet eorundem ſcriptorum obligatoriorum in ſumma xl. Marc', indorſat̄ cum conditione pro ſolutione &c. legal' &c. ad feſtum &c. annuatim ſoluend', prout per ſcript̄ predict' manifeſtius declaratur, ac de, et pro omnibus pecuniarū ſūmis in ſupradict' ſcript̄ obligat̄, & eorum quolibet ſpecificat̄, quod tunc predict' R.B. et E. vxor. eius I. R. C. S. et E.B. et hered' ſui erunt ſeiſit̄, de, et in dicto meſuagio cum ædificijs, gardin', et omnibus pertinentijs ſuis ad ſolum opus et vſum predictorum R. B. et E. vxoris eius, et hered' ſuorum, et tunc preſens carta mea indentata, et ſeiſina de et in premiſsis cum ſuis pertinen' liberat̄ et capta, firme ſunt et ſtabiles ad ſolum opus et vſum predict' R.B. et E. vxoris eius, hered̄ et aſsignatorū ſuorum imperpetuum per preſentes &c.

Et ſi contingat predict' R.B. et E. vxorem eius hered', executor̄, et aſsignat̄ ſuos minime exonerare aut indemnes conſeruare, nec exonerari aut indemnes conſeruari facere prædict' I.R.C.S. et E.B. hered', executor̄, et adminiſtratores ſuos, et eorum quemlibet, erga me præfat E.M. executor̄ et adminiſtratores meos, et alios quoſcunque, de, et pro prædictis ſcriptis obligat̄, et eorum quolibet, ac de et pro omnibus dictis pecuniarum ſummis in eiſdem ſcriptis obligat̄, et eorum quolibet ſpecificat̄, quod tunc predict' R.B. et E. vxor eius, I.R.C.S.E.B. et heredes ſui erunt ſeiſit̄, de et in pred̄ &c. tantum ad ſolum opus et vſum talium vel hm̄di earum I.R.C.S. et E.B. hæred' et aſsignat̄ ſuorum, qui, vel quorum hered', execut', vel adminiſtrat̄ pro predict' ſcript̄ obligat̄, aut eorum aliquo vexari, moleſtari, aut indemnes non conſeruari contingent. Et ego predictus E.M. et heredes mei predict' &c. prefat̄ R.B. & E. vxori eius, I.R.C.S. et E.B. hæred̄ et aſsignatis ſuis ad vſum predictum, contra me et hered̄ meos warrantizabimus et in

perpetuum defendemus per presentes. In cuius rei testimonium vtrique parti harum cartarum indentat, ego predictus E. M. sigillum meum apposui. Dat &c.

A Scedule expressing the vses of a Feoffement.

Sect. 262. THis Indenture made &c. Betweene I. Y. and G. Y. on the one partie, and T. N. I. C. and E. G. on the other partie, witnesseth, that whereas the said I. Y. and G. Y by their deed of feoffment indented, vnto this present Scedule indented annexed, haue infeoffed the said T. N. I. C and E. G. of, and in the manor of &c. that the intent of the said deed, and the liuery and seisin made vpon the same is, that the said T. N. I. C. and E. G. and euery of them, and their heires, and the suruiuor of them, and his heires, shall stand and be seised, of and in the said manor &c. mentioned in the same deed of feoffement, to the vse of them, and of their heires, to the intents, and vpon the condition hereafter in this scedule expressed: that is to say, That the said T. N. I. C. and E. G. and the suruiuor of them and his heires, shall at all times hereafter from time to time during the life of the said I. Y. within foure moneths after request to them, or any of them made, by the said I. Y. his executors or assignes shall make all such leases and demises, assurances, feoffements, estates, and conueiances, gifts, and graunts, of annuities for terme of life, or liues or for terme of yeares, at will, and in fee simple, or in taile, with remainder, of, in, or out of all the said lands, tenements, and other the said premisses, and euery parcell thereof, to such person or persons, as the said I. Y. shall at any time during his life nominate and appoint the same assurances, feoffements, estates, conueiances, deuises, leases and graunts therof to be made at the costs and charges of the said I. Y.

And also vpon condition that the said T. N. I. C. and E. G. and the suruiuor of them, and his heires shall further make such assurances, conueyances, feoffements, estates, gifts, in taile with remainders ouer, or any other estates, cõueyances or assurãces in law, of, or in the said mãnors, lãds, and tenements, and of euery part thereof, to such person and persons, and their heires, or to the heires of their bodies lawfully begotten for terme of life, or liues, or otherwise, to whom the said I. Y. also by his last will and Testament in writing shall nominate, assigne, and appoint the same estates, assurances, or conueyances to be made, according to the true meaning of the said last will and Testament of the said I. Y.

And the said T. N. I. C. and E. G. couenant &c. that they the said T. N. I. C. and E. G. at the costs and charges of the said I. Y. his heires, executors, and assignes, or at the costs and charges of such person to whom the same estate of the premisses shalbe by the same I. Y. appointed to be made,

made, shall execute and make all such estates, conueiances, and assurances of, and in the premisses, or any part thereof, to the same and such persons to whom the said estates shalbe so assigned and appointed by the said I. H. by his last will and Testament, or otherwise.

And if the said T. N. I. C. and E. G. shall refuse to execute and make such estates and assurances, of, and in the premisses, to such persons to whom the said I. H. shall assigne and appoint the said estates to be made of, and in the said manors, lands, tenements, and euery part thereof, in mãner and forme aforesaid: Then the said T. N. I. C. and E. G. couenant &c. that they the said T. N. I. C. and E. G. shall after such refusall, stand and be seised, of, and in the said mannors &c. to the vse of such persons, and their heires, and the heires of their bodies lawfully begotten, for terme of life, or liues, or yeares, in taile, or in fee, according to the estates to whom the said I. H. in his life time, or otherwise, shall by his last will giue, appoint, or assigne the said mannor, lands, &c. before mentioned and rehearsed in these presents. In witnesse whereof &c. Giuen the day and yeare first aboue written.

A Scedule limiting Vses.

THe vse and intents of the deede of Feoffement inuenten tripartite hereunto annexed, and the estates thereupon executed of me the said G. S. named in the said deed, is, that the said gift and grant mentioned in the said deed, and the estate thereupon executed, of, and in the capitall mesuages in S. mentioned in the said deed called the hall of S. with the appurtenances, and of and in the Hill of S. called Sanford Hill, and one meadow called Hill meadow, one pasture called A. & all other lands and tenements in S. aforesad, now in the tenure, occupation, or manurance of me the said G. S. except one pasture called W. hill. shall be and be, And the said A. C. I. D. I. G. B. G. and their heires, shall stand and thereof be seised to the vse of me the said G. S. for terme of my life, and after my death, to the vse of I. G. now wife of me the said G. for terme of her life, and after her death, to the vse of the heires of the body of me the said G. lawfully begotten, And for default of such issue &c. with remainder ouer. Prouided alwaies, that if it happen the said I. after the death of me the said G. S. to marrie againe, that then & from thencefoorth the said feoffement, gift, grant, and estate of the capitall mesuage, Hill, lands and tenements in G. aforesaid, in the tenure of me the said G. S. (except before excepted) shall be, And the said A. & the said cofeoffees and their heires shall stãd & be thereof seised to the vse of the heirs of the bodie of me the said G. S. lawfully begotten, and for default of such issue, to the vse of the said R. S. & his heires males of his body lawfull begotten, And for default, &c. Sect. 263.

And

And that the ſaid feoffement, eſtate, gift, and grant, of and in the reſt and reſidue of all the ſaid meſuages, mills, lands, tenements, and other hereditaments whatſoeuer they be in S. and A. mentioned in the ſaid deed indented tripartite, whereof no vſe before in this preſent ſcedule is declared, ſhall be, And the ſaid A. and the ſaid cofeoffees ſhall ſtand and be ſeiſed thereof to the vſe of me the ſaid G. S. and of the heires of the body of me the ſaid G. lawfully begotten, and for default of ſuch iſſue, to the vſe of the ſaid R. S. and of his heires males lawfully begotten, and for default &c. Prouided alwaies, that if the ſaid I. now wife of me the ſaid G. at any time after the death of me the ſaid G. fortune to marrie againe, that then and from thencefoorth the ſaid feoffement, gift, grant, and eſtate, of, and in the ſaid reſidue of the ſaid lands, tenemants, and other the premiſſes with the appurtenances in S. and A. ſhall be to the vſe of the ſaid I. for terme of her life, and after her decеaſe to the vſe of the ſaid I. for terme of her life and after her deceaſe to the vſe of the heires of the bodie of me the ſaid G. lawfully begotten, and for default of ſuch iſſue, to the vſe of R. S. &c.

Vſes.

A Couenant limiting the Vſes to the Mortgager, paying certaine money and charges of aſſurances, vntill he practiſe to alien or incumber the lands, and then to the Morgagee.

Sect. 264

PRouided alwaies, and it is neuertheleſſe couenanted, concluded, condiſcended, and agreed, by and betwixt the ſaid parties to theſe preſents, And the ſaid I. B. &c. doth couenant and grant &c. That if the ſaid R. G. or his heires, at any time within the ſpace of tenne yeares nert inſuing the date hereof, do pay or cauſe to be payed vnto the ſaid I. B. his heires, executors, or aſſignes, at one whole and intire payment, aſwell the ſaid ſum of thirtie pounds by him already diſburſed, as aforeſaid, for the ſaid purchaſe of the reuerſion of the premiſſes, in manner and forme aforeſaid, as alſo all and euery other ſumme and ſummes, of money, as the ſaid I. hath already diſburſed and paid, or ſhall hereafter be charged with, touching and concerning any writing, aſſurance, or conueyance, of, or concerning the ſaid tenements and premiſſes, or any part thereof, made, or to be had and made, within tenne dayes after that a reaſonable Bill thereof ſhall be ſhewed and deliuered to the ſaid R. G. or his heires,

by

by the ſaid I. his heires, executors or aſſignes: that then and from thence-forth immediatly after all the ſummes aforeſaid ſatisfied and paid to the ſaid I. his heires, executors, and aſſignes, in manner and forme aforeſaid the ſaid I. B. his heires and aſſignes of the ſaid reuerſion of the ſaid tenements and premiſſes with the appurtenances, ſhall ſtand and be ſeiſed during the life of the ſaid I. A. and W. and of the longeſt liuer of them. And after their deceaſe, of all the ſaid premiſſes in demeane and poſſeſſion, to the vſe of the ſaid R. G. and his heires, vntill ſuch time as the ſaid R. G. or his ſaid heires ſhall aduiſedly, determinately, and conſideratly go about to Morgage, alien, bargaine, ſell, or otherwiſe to do, or put away the ſaid tenements and premiſſes, or any parcell thereof, in poſſeſſion or reuerſion without the ſpeciall conſent and agreement in writing of the ſaid I. B. or his heires, in that behalfe firſt had and obtayned: Or ſhall as is aboue mentioned, goe about to charge, trouble, or in any wiſe incumber the ſaid tenements and premiſſes, or any parcell thereof, without the like conſent and licence. And ſhall for the conueiance of any ſuch morgage, bargaine ſale, charge, or incumbrances, go about to doe, practize, or put in vre, or willingly ſuffer to be gone about, had, done, practized, or put in vre, any open or ſecret effectuall act, matter, or thing for any ſuch conueyance, aſſurance, charge, or incumbrance to be had or made. And from and immediatly after any ſuch matter, act, or thing, ſo as aforeſaid had, done, practized, or put in vre, or ſuffered to be had, practized, or put in vre by the ſaid R. G. or his heires, whereby the ſaid R. or his ſaid heires ſhall go about to grant, alien, morgage, bargains, ſell, charge or incumber the ſaid premiſſes, or any part thereof: Then and from thenceforth as well this preſent aſſurance and conueyance, as alſo the ſaid fine, and all other aſſurances and conueyance made and to be made of the premiſſes, and euery part and parcell thereof, ſhall be &c. And the ſaid R. S. and his ſaid heires, and all and euery other perſon and perſons, hauing or lawfully claiming any eſtate, right, or title, in, or to the ſaid premiſſes, or any part thereof, by, from, or vnder the ſaid R. or his ſaid heires, ſhall ſtand and be ſeiſed of the ſaid premiſſes, and euery parcell thereof, to the vſe of the ſaid I. B. his heires and aſſignes, according to the purport, effect, and true intent and meaning of theſe preſent Indentures, abſolutly without any further morgage or condition.

An Indenture Tripartite of lands and tenements to vſes.

THis Indenture tripartite made &c. Betweene T. T. on the firſt partie A. B. C. D. and E. F. on the ſecond partie, and F. G. H. I. and L. M. on the third partie, witneſſeth that the ſaid T. T. for the ſpeciall truſt Sect. 295.

and

and confidence that he hath in the ſayd A.B.C.D.E.F.G.H.I.K.L.M. &c. and for diuers other good and reaſonable cauſes and conſiderations mouing him, hath giuen &c. vnto the ſaid A.B.C.D.E.F.G.H. &c. all thoſe his lands, tenements, &c. To haue and to hold &c. to the only vſes and proper behoſes of the ſaid A.B.C.D.E.F. &c. during the naturall life of the ſaid T.T. and for and during the terme of twelue years, nert and immediately following, after the naturall life of the ſaid T.T. and after the death of the ſaid T.T. and after the ſaid terme of yeares ended and determined, then to haue and to hold the ſaid lands, tenements, and other the premiſſes to the ſaid A.B.C.D. &c. their heires and aſſignes, to the vſe of them and their heires. And vpon condition that the ſayd G.H.I. and L. &c. and their heires, or the ſuruiuor or ſuruiuors of them, and his and their heires, ſhall before the naturall death of the ſaid T.T. or within ſeuen yeares nert after the naturall death of the ſaid T.T. alien, bargaine, and ſell the premiſſes with the appurtenances, or ſo much thereof as by the ſaid T.T. at any time during the naturall life of the ſaid T.T. ſhall be limited or appointed by him by writing or otherwiſe, and after the bargaine, ſale, or alienation ſo had and made, the deſire of the ſaid T.T. is, that the ſaid A.B.C.D. &c. for the ſpeciall truſt and confidence that the ſaid T.T. doth put in them, ſhall within fiue Monthes nert after the ſaid bargaine and ſale or alienation, purchaſe or cauſe to be purchaſed other lands, tenements, and hereditaments, of as much cleere yearely value, as the premiſſes that ſhall be ſo bargained or ſold by them, or any of them ſhall amount vnto: and that the ſuruiuor or ſuruiuors of them ſhall within the ſaid fiue Moneths, cauſe the ſaid lãds, ſo purchaſed, to be by good aſſurance and conueiance in the law aſſured and made ſure to the heire of the ſaid T.T. in fee ſimple, diſcharged of all charges and incumbrances by them, or by any of them to be had, made, done, or ſuffered. Prouided alwaies, that for default of ſuch bargaine, ſale, or alienation of the premiſſes by theſe preſents giuen or graunted, bargained, or ſold, from and after the naturall death of the ſaid T.T. and from and after the end and terme of fiue yere nert after the death of the ſaid T.T. the ſaid A.B.C.D. &c. and all and euery other perſon and perſons that ſhall be ſeiſed of, or in the premiſſes, ſhall ſtand and be ſeiſed thereof to the onely vſe and behoſe of the right heires of the ſaid T.T. of and in ſo much of the premiſſes by theſe preſents giuen and graunted, and of euery part thereof, whereof no bargaine, ſale, or alienation ſhall be hereafter by the ſaid A.B.C.D. &c. ſo made, as is afore ſaid, and that alſo then and from thenceforth it ſhall be lawfull for the right heires of the ſaid T.T. to reenter into ſo much of the premiſſes, whereof no bargaine ſale, or alienation ſhall be hereafter by the ſaid A.B.C.D. &c. ſo made as is afore ſaid, and the ſame to haue a-

gaine

gaine &c. And the said G. H. I. and L. doe couenant &c. that they and euery of them, their heires and assignes, and euery of them, shall permit and suffer the said A. B. C. D. &c. and euery of them and their assignes quietly to receiue and take the issues and profits of all and singular the said premisses with the appurtenances, during the naturall life of the said T. T. and during the said terme of twelue yeres, without interruption or disturbance of the said G. H. I. and L. or any of them, or any other person or persons by the meanes or procurement of any of them, to be imployed or bestowed to such vses and intents as the said T. T. hath, and shall assigne, limit, and appoint.

And the said G. H. I. and K. for them, their heires and assignes &c. doe couenant and grant, to and with the said T. T. and to and with the said A. B. and C. and to and with the said D. E. and F. and euery of them, that if it shall fortune the said A. B and C. to decease, during the naturall life of the said T. T. that then the said E. F. G. H. I. and K. and their heires and assignes, shall peaceably permit and suffer the said D. E. and F. and euery of them, and their assignes, to haue, take, and receiue, all and singular the issues, rents, reuenues, and profits of all and singular the premisses and euery part and parcell thereof, for, and during &c. without any let &c. (vt supra.)

And the said T. T. for him &c. that the said A. B. &c. and their heires, and all and euery other person or persons now being seised of, and in the premisses, by these presents bargained and sold, or of, or in any part or parcell thereof, shall from henceforth stand, remaine, and be seised thereof, and of euery part thereof, to the vses, intents, behoses and conditions, in these presents before expressed, mentioned or declared. In witnesse &c.

Conueyance to vses.

THis Indenture made &c. Betweene K. S. on the one party, and T. K. R. K. & T. H. on the other party witnesseth, that the said K. S. as wel for the naturall loue, zeale, and affection that he beareth vnto E. S. his son and heire apparent, and other the issues male of his body lawfully to be begotten, and their issues male, and others of the blood and name of S. and for that he is very desirous, and fully minded, resolued, and determined, that all and singular his manors, lands, tenements, tythes, rents, reuersions, seruices, and hereditaments with the appurtenances, in these presents expressed, mẽtioned, & cõtained should & might for euer hereafter, if it shal so please almighty G D D, come, descende, continue, remaine, & be vnto the said E. S. & vnto such issues male, as shalbe begottẽ of his body & their issues male, & vnto such other persons, & such of the blood and name of S. as Sect. 266.

as hereafter in theſe preſent Indentures are named, intended, or meant, according to the true intents and meaning of theſe preſents, and vnder the conditions, couenants, and agræments, limitations, prouiſions, contingencies, and true meaning of theſe preſents, and in manner and forme hereafter in theſe preſents expreſſed, limited, and declared, and in ſuch manner, and forme, and ſo long onely, as in, and by theſe preſents is limited, intended, implied, or meant: And ſo that none eſtate, title, vſe, or intereſt hereafter in theſe preſents limited or appointed, ſhould in any wiſe be altered, diſcontinued, forfeited, preiudiced, barred, or diſappointed, contrarie to the true meaning thereof.

The ſaid R.S. doth couenant &c. to make a ſufficient Feoffement to the ſaid T.R.R.R. and T.A. of all and ſingular thoſe his Manors, Lordſhips or Townes &c.

To haue and to hold all the ſaid Manors, Lordſhips, Townes &c. to the ſaid T.R.R.R. and T.A. their heires and aſſignes for euer, in the manner and forme, and to the vſes, intents, and purpoſes, hereafter in theſe preſents limited, appointed, intended, and meant, and vnder and according to the conditions, couenants, contingencies, prouiſions, limitations, true intent and meaning in theſe preſents expreſſed, and to, or for no other vſe, intent, or purpoſe, that is to ſay: To the onely vſe and behoofe of the ſaid R.S. for and during his naturall life, without impeachment of any maner of waſt, And after his decеaſe, to thonly vſe and behoofe of the ſaid E.S and of the heires males of his body lawfully begotten. And for default of ſuch iſſue male of the body of the ſaid E.S. lawfully begotten, then to the onely vſe and behoofe of the ſecond iſſue male of the bodie of the ſaid R.S. lawfully begotten and to be begotten. And if it happen the ſaid ſecond iſſue male of the bodie of the ſaid R.S. lawfully begotten, and to bee begotten, to die without iſſue male of his body lawfully begotten, then to thonly proper vſe and behoofe of the third iſſue male of the body of the ſaid R.S. lawfully begotten, and to be begotten, and of the heires males of his body lawfully begotten, and to be begotten, and ſo from iſſue male to iſſue male of the ſaid E.S. lawfully begotten, ſo long as there ſhal be any ſuch iſſue male of the body of the ſaid R.S. lawfully begotten, aliue. And for default of ſuch iſſue male of the body of the ſaid R.S. lawfully begotten, and to be begotten, then to the vſe of A.S. and of the heires males of his body lawfully begotten, and to be begotten. And for default of ſuch iſſue male of the bodie of the ſaid A. lawfully begotten, and to be begotten, then to the onely vſe of H.S. and of the heires males of his body lawfully begotten, and to be begotten. And for default of ſuch iſſue male of the bodie of the ſaid H. lawfully begotten, and to be begotten, then to the vſe of the next heires male, of R.S. grandfather of the ſaid R.S. and to the heires

males

Males of his body lawfully begotten. And for default of ſuch Iſſue Male, to the onely vſe and behoofe of the right Heires of the ſaid E. for euer.

Prouided alwaies, and vpon condition, and it is the true intent and meaning of theſe preſent indentures, and all the parties to the ſame, that if any iſſue male of the body of the ſaid R. S. lawfully begotten, or to be begotten or any other iſſue male, or other perſon or perſons, named, intended, implyed, or meant to haue or take any eſtate of inheritance, by reaſon of the ſaid feoffement ſo to be made, and of theſe preſent Indentures, or of either of them, or of any limitation of any terme, eſtate, vſe, or other thing in them or either of them contained, at any time hereafter ſhall earneſtly or willingly imagaine, determine, purpoſe, conſent, conclude, intend, practize, or go about to giue, ſell, alien, forfait, barre, alter, diſcontinue, leaſe, or do away the ſaid mannors, meſuages, lands, tenement, and hereditaments, and other the premiſſes with the appurtenances, or any part or parcell thereof, or his or their eſtate, title, vſe, remainder, or intereſt, of, or in the ſame mannors, meſuages, lands, tenements, and hereditaments, and premiſſes, with the appurtenances, or any part or parcell thereof to any perſon or perſons, by any way or meane, otherwiſe then for any eſtate or eſtates for terme or termes, according to the couenants, conditions, prouiſions, and true intent and meaning in theſe preſents erpreſſed, contained, or intended: That then and thenceforth the eſtate, vſe, intereſt, & poſſibilitie of euery ſuch perſon & perſons, ſo earneſtly and willingly imagining, determining, purpoſing, intending, concluding, practizing deuiſing, or going about to giue, ſell, alien, forfait, alter, diſcontinue, barre, leaſe, or doe away the ſaid mannors, meaſuages, lands, tenements, hereditaments, and premiſſes, with the appurtenances, or any part thereof, contrary to the limitations, conditions, true intent and meaning of theſe preſent Indentures, of, in, and for ſuch and ſo much onely of the ſaid mannors, meſuages, lands, tenements, hereditaments, and premiſſes with the appurtenances, as he or they ſhall fortune ſo, as is aforeſaid, earneſtly, and willingly to imagine, purpoſe, conclude, intend, conſent, practize, deuiſe, or go about to giue, graunt, ſell, alien, forfait, alter, diſcontinue, barre, leaſe, or do away contrary to the true intent and meaning of theſe preſents, ſhall ceaſe, determine, & become vtterly void &c. ſo earneſtly or willingly imagining &c. to all intents and purpoſes, as if ſuch perſon and perſons had neuer bin named, intended, implyed, or meant in theſe preſents, and as if none vſe, eſtate, intereſt, or poſſibilitie, of and in the ſaid mannors, meſuages, lands, tenements, hereditaments, and premiſſes with the appurtenances, or of any part thereof, had euer beene limited, implyed, or meant vnto ſuch perſon or perſons. And that then alſo and thenceforth the ſaid

T. K,

T.R.R.R. and T.W. and their heires, and the heires of the ſuruiuor of them ſhall thenceforth ſtand and be ſeiſed of ſuch and ſo much of the ſaid mannors, meſuages, lands, tenements, and premiſſes, wherein the ſaid eſtate and vſe of ſuch perſon or perſons ſo as is aforeſaid, ſhall happen to ceaſe and be determined, to the vſe of ſuch perſon or perſons to whom the vſe of the ſame aboue in theſe preſents is limitted, intended, implyed or meant to be nert in remainder, if ſuch perſon or perſons ſhould haue died without iſſue of his or their bodies lawfully begotten, the remainder thereof in forme aforeſaid, to ſuch other perſon or perſons belonging, according to the conditions, prouiſions, limitations of vſe, intent, and true meaning in this preſent Indentures expreſſed and ſpecified, any couenant, limitation of vſe, or other matter or thing to the contrary hereof notwithſtanding. Prouided alſo, and vpon condition, and it is the true intent and meaning of theſe preſent Indentures, and of all the parties to the ſame, That it ſhall and may be lawfull to and for the ſaid R. S. during his naturall life, to make, or cauſe to be made any leaſe or leaſes of the ſaid mannors, meaſuages, lands, tenements, and premiſſes, or any part thereof to any perſon or perſons, for any terme or termes, eſtate or eſtates, not exceeding the terme of one hundred yeares from the day of the making thereof, reſeruing vpon euery ſuch leaſe or leaſes the old accuſtomed yearely rent, or more, to be due and payable during the continuance thereof by vertue of ſuch leaſe or leaſes.

And that the ſaid T.R.R.R. and T.W. and their heires, and the heires of the ſuruiuor of euery of them, ſhall ſtand and be ſeiſed, of, and in ſuch and ſo much of the ſaid mannors, meſuages, lands, tenements, and premiſſes, as ſo by the ſaid R. S. ſhall happen to be leaſed, to the vſe of ſuch perſon and perſons, to whom any ſuch eſtate for the terme of yeares ſhall be ſo made or graunted by the ſaid R. during the continuance of the ſame leaſe or leaſes, and after the end, determination, or expiration of ſuch leaſe or leaſes, to ſuch vſe and vſes, as in and by theſe preſents is limited, intended, or meant. And that it ſhal and may be lawful to and for the ſaid R. S and euery other perſon & perſons, that the ſaid R. S. ſhall thereunto name or appoint during the naturall life of the ſaid R. S. to ſell, cut downe, take and carrie away, and to bargaine, ſell, giue, & graunt all or any woods, vnderwoods, ſprings or trees growing, or which during the natural life of the ſaid R. S. ſhal grow vpon the ſaid premiſſes, or in or vpon any part therof with the appurtenances to any perſon or perſons. And that it ſhal be lawfull for euer ſuch perſon & perſons, to whom any of the ſaid woods, vnderwoods, trees or ſprings ſhall happen to be leaſed, giuen, alienes, bargained, or ſold, to ſell, cut down, take, & carrie away the ſame, & euery part thereof according to the effect and true meaning of euery ſuch leaſe, contract, and

bargaine

bargaine thereof to be made: any thing in theſe preſents contained to the contrarie thereof in any wiſe notwithſtanding. Prouided alſo, and vpon condition, and it is the true intent and meaning of theſe preſent Indentures, and of all the parties to the ſame, that it ſhall and may be lawfull, to and for any and euery ſuch iſſue of the body of the ſaid K. S. lawfully begotten, and to be begotten, and to, and for euery other iſſue male, or other perſon and perſons, named, intended, implied, or meant to haue or take any eſtate of inheritance, in poſſeſſion, reuerſion, remainder, or in vſe, by reaſon of the ſaid feoffement ſo to be made, and of theſe preſents, or of either of them, or of any limitation of any eſtate, prouiſo, condition, vſe, or other thing in them, or either of them being thereof ſeiſed accordingly, to make or cauſe to bee made any leaſe or leaſes, eſtate or eſtates, of the ſaid manors, meſuages, lands, tenements, and premiſſes, or of any part thereof, to any perſon or perſons, for any terme or termes not exceeding xxj. yéeres, from the day of the making thereof: So alwayes, that vpon euery ſuch leaſe, terme or eſtate, ſo to bee made, the old accuſtomed yearely rent or more be reſerued and payable yearely to the owner or owners of the inheritance thereof, during the continuance of ſuch leaſe or leaſes, terme or termes, eſtate or eſtates, without fraud or colluſion. And that if any ſuch leaſe or leaſes as is aforeſaid, ſhall happen to be made or granted, that then the ſaid T. K. K. K. and T. M. and the ſuruiuors and ſuruiuor of them, and his heires, ſhall ſtand and be ſeiſed of, and in ſuch and ſo much of the ſaid manors, meſuages, lands, tenements and premiſſes, as ſhall ſo happen to be leaſed, to the only vſe and vſes of euery ſuch perſon or perſons, to whom any ſuch leaſe or leaſes, terme or termes, eſtate or eſtates ſhall happen to bee made during the continuance thereof, according to the true intent, and meaning of theſe preſents, and of ſuch leaſe and leaſes, and after the end and expiration or determination of euery ſuch leaſe and leaſes, to ſuch vſe and vſes, as in theſe preſents is limited, intended, implied, or meant. Prouided alſo, and vpon condition, and it is the true intent and meaning of theſe preſent Indentures, and of all the ſaid parties to the ſame, that it ſhall and may be lawfull for the ſaid K. S. during his naturall life, to nominate, appoint, and giue authority to any perſon or perſons to receiue the rents, iſſues, fines, incomes, commodities, and profits of all the ſaid manors, meſuages, lands, tenemens, hereditaments, and premiſſes, with the appurtenances, and euery or any of them, to the vſe of the ſaid K. without rendring any account thereof or therefore to any perſon or perſons, but only to the ſaid K. S. Prouided alſo, and vpon condition, and it is the true intent and meaning of theſe preſent Indentures, and of all the ſaid parties to the ſame, that it ſhall and may be lawfull to any iſſue male of

the body of the said R. S. lawfully begotten, and to bee begotten, and to euery other issue male or other person or persons, named, intended, implied, or meant, to haue or take any estate of inheritance by reason of the said feoffement so to be made, and of these present Indentures, or either of them, which hereafter shall haue married any woman, to make any estate of any part of the said manors, messuages, lands, tenements, hereditaments, and premisses, with the appurtenances for the terme of life of such wife or wiues, for her or their ioynture or dower, reseruing no rent or other thing for so much of the said manors, &c. and premisses whereupon any such estate or estates shall happen so to be made. And that the said T. R. R. R. and T. V. and their heires, and the suruiuor of them and their heires, shall stand and be seised of, and in such and so much of the said manors, messuages, &c. and the premisses with the appurtenances, whereupon any such estate or estates shall happen to bee made in forme aforesaid, according to the true meaning of these presents, and of such estate so to be made to the vse of such wife or wiues for the terme of her and their liues. Prouided also, and vpon further condition, and it is the true intent and meaning of these present Indentures, and of all the said parties to the same, and of the said feoffement so to bee made, that if the said T. R. R. R. and T. V. or some one of them, or the suruiuor of them, or his heires, or the said E. S. or his heires males, or some other person which shall inherit the said manor, &c. or any of them, according to the limitation, true intent and meaning in these presents declared, doe not well and truly pay or cause to bee paid 1000. li. of &c. in the South porch of the parish Church of R. in the said County of Y. to the vse of the said R. S. at and in such feast day, as the said R. S. by his writing sealed shall name or appoint, and to such person or persons as the said R. S. by his said writing sealed shall name or appoint to receiue the same 1000. li. of &c. That then and thencefoorth these present Indentures and the said feoffement so to be made, to be vtterly void and of none effect in the law. And that then also and thencefoorth it shall and may be lawfull to and for the said R. S. into all the said manors, messuages, &c. and premisses with the appurtenances, to reenter, and the same to haue againe and possesse as in his former estate. And that then and thencefoorth the said T. R. R. R. and T. V. and euery of them, and the suruiuors and suruiuor of them and his heires shall stand and be seised of, and in all the said manors, &c. with the appurtenances, to the only vse and behoofe of the said R. S. his heires and assignes for euer, and to, and for none other vse, intent or purpose: any thing to the contrary thereof in any wise notwithstanding. In witnesse, &c.

An assurance to be made to a man for terme of his life, and after his decease to thuse of his children, and to be assured for payment of his debts.

THis Indenture &c. Betweene W. B. I. B. and T. H. on the one party, and T. S. on the other party, Witnesseth that the said T. S. hath couenanted &c. that he the said T. S. before the Natiuity of S. Io. Bapt. next insuing the date hereof, shall as well in consideration that all such manors, &c. appointed for the Ioynture of Lady E. now wife of the said T. S. shall be acquited and discharged of all rents and other charges resolute, going out of the lands, &c. and for and in consideration of payment of the debts of the said T. S. or of the marriage of the daughter of the said T. S. shall make, or cause to be made to the said W. B. I. B. and T. H. or to such other person or persons, as they, or any two of them shal for that purpose name or appoint, a good, sure, sufficient, and lawfull estate or estates in the law in fee simple, of, and in the Rectory and Parsonage of D. and the manors of A. and B. &c. To haue and to hold all and singular the aforesaid parsonages, rectories, manors, lands, &c. to the said W. B. I. B. and T. H. and their heires, or to such other person or persons, as they, or the suruiuor or suruiuors of them, or their heires shall name and appoint, and to their heires, to the vse of the said W. B. I. B. and T. H. for terme of two yeeres next ensuing, &c. to the intent that they with the rents, issues, and profits of the same, shall and will well and truly content and pay, during the said terme, all such rents, fees and annuities, to all and euery such person and persons as bee expressed and mentioned in certaine scedules indented, to these present Indentures annered. And it is further couenanted, &c, that if any money shall happen to remaine vnpaid in the hands of the said W. B. I. B. and T. H. their heires, &c. after the said yearely rents and annuities contented and paid, or of any other person or persons named in any of the said scedules, to whom any fee, annuall rent, or annuity ought to bee paid and fortune to dye, so that the rent, fee, and annuitie before payable vnto him so dying be extinguished, or if any of the said annuities, rents, or fees be otherwise discharged or determined: That then the said W. B. I. B. and T. H. their heires, &c. shall from time to time during the said terme of two yeares, well and truly content and bestow the same money so remaining and growing by such discharge, toward the payment of such debts as are contained and expressed in one other scedule indented hereunto annered, and the said annuities and debts discharged, shall well and truly perceiue and take the money so remaining vnpaid and growing, in, and vpon the premisses, towards the marriages of M. A. and M. daughters of the said T. S. vntill such time as they haue receiued, leuied, and taken of the said Sect. 267.

rents, issues, and profits 900. pounds of good, &c. Prouided allwayes, and it is further couenanted, &c. that after the said annuities, fées, debts, and marriage money discharged and paid, the said W. B. I. B. and T. W. and their heires, and all and euery other person, &c. that shall be seised, of, and in the premisses or any part thereof shall stand and be seised, of, and in all and singular the premisses with their appurtenances to the vse and behoofe of the said T. S. during his life without impeachment of any waste. And that after the decease of the said T. S. they shall stand and be seised of as much thereof as shall amount to the yérely value of rr. li. of &c. to the vse of W. S. one of the younger sonnes of the said T. S. for the terme of the life of the said W. S. and of, and in so much thereof as shall amount to other rr. li. of &c. to the vse of H. S. one other of the younger sonnes of the said T. S. for terme of life of the said H. and of the residue thereof immediately after the death of the said T. S. and of, and in the premisses appointed to the vse of the said W. S. and H. S. to the vse of H. S. sonne and heire apparant to the said T. S. and of the heires of his body lawfully begotten, and for default of such issue, to the vse of the said W. S. second sonne of the said S. and to the heires of his body lawfully begotten, and for default of such issue of the body of the said W. S. to the vse of the said H. S. and to the heires of his body lawfully begotten, and for default of such issue to the vse of the right heires of the said H. S. and their heires for euer, &c. vt supra. Prouided allwayes, and vpon condition following, and it is fully couenanted, granted, condiscended, concluded, and agréed, by and betwéene the said parties to these present Indentures, and it is the true intent and meaning thereof, that it shall bee lawfull, to, and for the aforesaid A. B. at any time and euery time and times, and from time to time from henceforth during his life, by his déed or writing by him sealed before two sufficient witnesses or moe, to alter, determine, diminish, or inlarge any or all the vse, vses, estate, estates, limitations or intents comprized in these Indentures, and also at his will and pleasure by his déed or writing by him sealed before two sufficient witnesses, or moe, as aforesaid, to limit and appoint the vse or vses of the aforesaid messuages and premisses, or of any part of the same to the aforesaid persons or any of them, or to any other person or persons in fée simple, fée taile, for terme of life, or for yéres, or otherwise, and that they the said feoffées and the suruiuors and suruiuor of them and his heires shall stand and bee seised of the said tenements, and premisses with the appurtenances, to such and the same vses, that in his said writing to bee sealed by him before two sufficient witnesses or moe, shall bee limited or appointed, and to none other vse or vses, intent or purpose: any matter or thing before in these Indentures

tures mentioned, to the contrary thereof notwithſtanding. In witneſſe, &c.

A Couenant that Ceſty que vſe for yeeres ſhall diſpoſe the profits for the education of the feoffors children.

AND it is agréed betwéene the ſaid parties, and the ſaid G. T. &c. doth couenant, &c. to and with the ſaid H. B. his heires, &c. to beſtow the iſſues, rents, reuenues and profits of the premiſſes, that they or any of them ſhall receiue, and ſhall be intitled to haue, take, or receiue, in or during the ſaid terme of, &c. in manner and forme following: That is to ſay, to pay, or cauſe to be payed yéerely, after the deceaſe of the ſaid H. B. to euery of the iiij. daughters of the ſaid H. B. named A. E. K. and E. or to the vſe of enery of them, to, and for their finding and bringing vp, v. li. of &c. vntill their ſeuerall ages of xxj. yéeres, or their ſeuerall dayes of marriage, ſo that, as ſoone as any of them ſhall attaine to her ſeuerall age of xxj. yéeres, or to her day of marriage, that the payment to her, or ſo many of them as ſhall come to full age, or be married, to ceaſe. And yéerely after the deceaſe of the ſaid H. B. vnto euery of the ſaid thrée ſonnes of the ſaid H. B. named I. N. and H. or to the vſe of euery of them, to, and for their ſeuerall finding and education xv. li. of lawfull money of England, vntill the end and determination of the reſidue of the ſaid terme of 18. yéeres, that ſhall be to come at the time of the death of the ſaid H. B. and if any of the ſaid I. N. and H. fortune to dye within the ſaid terme, that his or their part or parts of the ſaid yéerely payments ſo deceaſing, to be payed on, vnto his or their next heire. And the ouerplus of the ſaid iſſues and profits that ſhall remaine ouer and aboue the ſaid payments had and made, the coſts and charges of the leuying and receiuing thereof, as well in Bailifes fées, as otherwiſe deducted, the ſame to be payed to the ſaid thrée ſonnes, or to the ſuruiuor or ſuruiuors of them, at the end of the ſaid eightéene yéeres, &c. Sect. 268.

A Couenant for to barre or extinguiſh Remainders.

AND further the ſaid G. T. and T. W. for them, &c. That the ſaid G. T. and T. W. or either of them, their heires, executors, nor adminiſtrators, nor the heire, or executors, nor adminiſtrators of either of them, ſhall at any time hereafter accept, receiue, take, or claime any releaſe, acquitance, writing, benefit, aduantage, or diſcharge of any couenant, grant, article, or agréement contained in theſe preſents, which ſhall bar, hinder, extinguiſh, or determine any agréement, intent or meaning, contained, meant, or implied, in, or by theſe preſents of any of the ſaid A. D. H. K. ſeuerally, or ioyntly with others, vnles it be with the full Sect. 269.

aſſent, conſent, and agreement of all the ſaid executors, or of as many of them as ſhall be then liuing.

A Couenant that feoffees in vſe ſhall not doe any act to fruſtrate vſes.

Sect. 270. AND further the ſaid M. P. &c. that they the ſaid M. P. and T. W. nor either of them, nor the heires, executors, adminiſtrators, of them, or either of them, ſhall at any time hereafter accept, receiue, take or claime any releaſe, acquitance, benefit, aduantage, or diſcharge of any couenant, grant, article, and agreement contained in theſe preſents, or which ſhall barre, hinder or extinguiſh, or determine any agreement, intent or meaning, contained, meant, or implyed, by theſe preſents, to and with each of the ſaid M. and R. whiles they both be liuing.

A feoffement to vſes alterable by the feoffor, &c.

Sect. 271. THis Indenture made, &c. Witneſſeth, that the ſaid A. B. for &c. hath giuen, granted, &c. to the ſaid C. D and E. F. all thoſe meſuages, tenements, &c. To haue and to hold the ſaid meſuages or tenements, and all and ſingular the premiſſes with the appurtenances, vnto the ſaid C. D. and E F. their heires and aſſignes for euer, to ſuch vſes, intents, and purpoſes, as hereafter in theſe preſents are expreſſed, limited, and declared, and to and for none other vſe, intent or purpoſe: that is to ſay, to the vſe of the ſaid A. B. for, and during the terme of threeſcore yeres, next inſuing the date hereof fully to be complete and ended, if the ſaid A. B. doe ſo long liue And after that to the vſe of I now wife of the ſaid A. B. for the terme of threeſcore yeres, from thence next following fully to be compleat and ended, if the ſaid I. do ſo long liue. And after that to the vſe of L. M of N. in the County of N Gentleman, and N. D. of P. in the County of S. Gentleman, their heires and aſſignes for euer. Prouided alwayes, and vpon condition following, and it is fully couenanted, granted, condeſcended, concluded and agreed, by and betweene the ſaid parties to theſe preſent Indentures, and it is the true intent and meaning thereof, that it ſhall be lawfull, to and for the aforeſaid A. B. at any time, and euery time and times, and from time to time from henceforth during his life by his deed or writing by him ſealed before two ſufficient witneſſes or more, to alter, determine, diminiſh, or inlarge any, or all the vſe, vſes, eſtate, eſtates, limitations, or intents, compriſed in theſe Indentures, and alſo at his will and pleaſure by his deed or writing by him ſealed before two ſufficient witneſſes or moe, as aforeſaid, to limit and appoint the vſe or vſes of the aforeſaid meſuages and premiſſes, or of any part of the ſame to the aforeſaid perſons, or any of them or to any

other

other perſon or perſons, in fee ſimple, fee taile, for terme of life, or of yeres, or otherwiſe. And that they the ſaid feoffees, and the ſuruiuor of them, and his heires, ſhall ſtand and be ſeiſed of the ſaid tenements and premiſſes with the appurtenances, to ſuch and the ſame vſes, that in his ſaid writing to be ſealed by him before two ſufficient witneſſes, or moe ſhall be limited, or appointed, and to none other vſe or vſes, intent, or purpoſe: any matter or thing before in theſe Indentures mentioned to the contrary thereof notwithſtanding. In witneſſe whereof, &c.

A deed to alter the vſes in the former Indenture and to create new.

TO all Chriſtian people, &c. A. B. of C. ſendeth greeting in our Lord God euerlaſting. Whereas the ſaid A. B. by his Indenture made betweene him the ſaid A. B. on the one partie, and C. D. of &c. and E. F. of &c. on the other party, bearing date, &c. in the two and thirtieth yeere of the reigne of our ſoueraigne Lady the Queenes Maieſty that now is, for diuers good cauſes and conſiderations him at that time moouing, did giue, grant, infeoffe, and confirme vnto the ſaid C. D. and E. F. all thoſe meſuages, &c. (as in the former Indenture) in the ſaid County of D. or elſewhere within the Realme of England, which late were the lands. &c. of G. H. in L. in the ſaid County of D. Gentleman. To haue and to hold, &c. vnto the ſaid C. D. and E. F. their heires and aſſignes for euer, to ſuch vſes, intents, and purpoſes, as be ſpecified, mentioned, limited, and declared in the ſaid Indenture. In which ſaid Indenture there is contained one prouiſo or condition, the tenour or effect whereof is as followeth. Prouided alwayes, and vpon condition following, and it is fully couenanted, &c. (reciting the Prouiſo of the former Indenture verbatim.) Know you now therefore him the ſaid A. B. according to the tenor, purport, and true meaning of the ſaid Indenture, to bee minded, diſpoſed, and fully determined to alter and change the vſes declared in the ſaid Indenture: And therefore hee the ſaid A. B. doth by theſe preſents notifie, ſignifie, and declare, that the aforeſaid meſuages, tenements, cottages, lands, meadowes, feedings, paſtures, hereditaments, and premiſſes, with the appurtenances, and the vſes in the ſaid former Indenture expreſſed, and all aſſurance, and aſſurances heretofore had, made, knowledged, and ſuffered of the ſaid premiſſes, or any part thereof, ſhall from henceforth remaine and be to ſuch perſon and perſons, and to ſuch intents and purpoſes, as hereafter in theſe preſents are expreſſed and declared: the ſaid former Indenture, or any other aſſurance or conueyance had of the ſaid Tenements Sect. 272.

and premisses, or any part thereof to the contrary thereof in any wise notwithstanding. That is to say, the said mesuages, cottages, lands, tenements, hereditaments, and premisses, shall bee to thuse of the said A. B. for and during the terme of xl. yeres, next insuing the date hereof, fully to be complete and ended, if the said A. B. doe so long liue. And after to the vse of J. wife of the said A. B. for and during, &c. And afterwards to the vse of my well beloued friends W. W. of R. in the County of Y. Gentleman, and T. S. of S. in &c. Gentleman, their heires and assignes for euer. In witnesse, &c.

A Condition to alter vses.

Sect. 273. PRouided alwayes, and it is further couenanted, granted, and agréed betwéene the said parties, that if it shall fortune the said T. T. at any time during his life, by writing vnder seale inrolled in any Court of Record, to grant vnto the said, &c. or to any of them, or to any other persons before mentioned, one moity of, &c. That then, and from thencefoorth the said estate, and all and euery the vses before in these presents mentioned, to bee vtterly void and of none effect, and that then, and from thencefoorth, as well the said, &c. (expressing the feoffees) and their heires and assignes, as also all their estate, and all other assurances hereafter to be had and made, of, or in the said tenements and premisses, or any part or parcell thereof, to the vses aforesaid, shall be to the only vse of the said T. T. and his, &c. And that then, and from thencefoorth it shall be lawfull, to and for the said T. T. &c: and to euery of them to reenter into the said tenements and premisses, and the same to haue againe and repossesd as in their former estate: These Indentures or any thing therein contained to the contrary hereof in any wise notwithstanding, &c.

A Condition to alter vses.

Sect. 274. PRouided alwayes, and vpon condition, &c. that if it shall happen the said T. T. hereafter at any time to haue issue of his body lawfully begotten, or any wife of the said T. T. at the time of his decease to bee inseint with any issue begotten by the said T. T. that then within six monthes after such issue had, and after fiue hundred markes paid to any person or persons, for, or in the name of such issue to the said A. &c. or tendered and refused, or not receiued by the said A. &c. the vse of the said land, &c. shall be and inure, and the said feoffees, &c. shall thereof stand and be seised to the vse of the heires of the said T. of his body lawfully begotten, and of the heires of their bodies lawfully begotten. And for default of such issue, to the heires of the right heires of the said T. T. and their heires for euer, &c.

A

A liberty to grant leaſes.

PRouided alwayes, and the true intent and meaning of the parties to theſe preſents is, and the ſaid T. S. doth for him, and his heires, co- Sect. 275.
uenant and grant, to and with the ſaid R. D. his executors and aſſignes, by theſe preſents, that the ſaid R. D. ſhall and may at all times from time to time, during his life, without any let or diſturbance of the ſaid T. S. his heires, executors, or adminiſtrators, demiſe, grant, and leaſe the ſaid manors, lands, tenements, and hereditaments or any part or parcell thereof (the lands, tenements, and hereditaments appointed to be conueyed and aſſured to the ſaid R. and E. for terme of her life, as is aforeſaid, and the manor houſe, ſcite, and demeane lands of H. only excepted) to any perſon or perſons for terme of three liues or vnder, or for terme of xxj. yeares or vnder, in ſuch manner and forme, as a tenant in taile may lawfully doe, and not otherwiſe, ſo as there be reſerued, in, and vpon euery ſuch leaſe and leaſes, the vſuall and old accuſtomed rent or more, and appointed to be payable yearely during the ſame terme, to ſuch perſon or perſons, as by force of theſe preſents, and the conueyances to be made, and agreed to be made by the force of theſe preſents, ſhall or ought, after the deceaſe of the ſaid R. haue the immediate reuerſion or remainder thereof: any thing to the contrary hereof in theſe preſents contained notwithſtanding.

A liberty for the feoffor in vſe to make annuities and ioyntures.

PRouided alſo, and it is condiſcended and agreed betweene the ſaid Sect. 276.
parties, that the ſaid R. D. ſhall and may at any time hereafter by his writing or writings indented, conuey, and aſſure, or by his laſt will and teſtament, giue, deuiſe, and appoint, ſeuerally and not ioyntly, to euery or any the younger ſonne or ſonnes of the ſaid R. of the body of the ſaid A. his wife lawfully begotten, one annuity or yearely rent charge of x li. to euery of them ſeuerally, to be iſſuing, going out, and to be perceiued of, out, and vpon the ſaid manors, lands, and tenements, (except the ſaid lands and tenements appointed for the ioynture of the ſaid E. for terme of life, as is aforeſaid) for, and during all the naturall life, or ſeuerall liues of euery of ſuch ſonne or ſonnes. And it is in like manner condiſcended and agreed betweene the ſaid parties, that where the aboue recited lands, tenements, and hereditaments to be aſſured for the ioynture of the ſaid E. and ſpecified in the ſaid ſcedule, are now parcell of the ioynture lands of the ſaid A. that he the ſaid R. D. ſhall haue full liberty to aſſure and conuey certaine lands, tenements, and hereditaments called

led R. for the ioynture of the said A. during her naturall life, in full recompence and satisfaction of the said lands and tenements specified in the said scedule, and to bee assured for the ioynture of the said E. as is aforesaid.

A Condition to alter vses.

Sect.277. PRouided also further, that it shall be lawfull, to, and for the said Sir T. M. at any time, or from time to time at his pleasure, during his life, by his writing indented, or by his last will and Testament in writing, by him sealed and subscribed, to alter, determine diminish, change, or inlarge, any vse or vses, conditions, limitations, or intents, comprised in these presents, the said estate of D. M. only excepted. And also at his pleasure by the same his writing indented, or by his last will and testament, sealed and subscribed, as is aforesaid, to limit and appoint, give and grant the vse of the said manors, lands, tenements, and hereditaments with their appurtenances, or of any parcell of the same, to the said persons, or any of them, or to any other person or persons, in fee simple, fee taple, for terme of life or liues, or yeares, or otherwise, (the estate and interest of the said D. M. alwayes being saued vnto her:) these Indures, or any vse or vses, thing or matter aboue said in these Indentures to the contrary in any wise notwithstanding. And that after such alteration, determination, diminishing, or inlarging, limiting, or appointing, any vse or vses, conditions, or intents of the premisses, or of any part or parcell thereof, as is aforesaid, the vse only of so much of the premisses, whereof any alteration, determination, diminishing, or inlarging shall be so had and made, shall be to such person and persons, vses, intents, and conditions, as shall be mentioned, specified, or declared in that writing indented, or last will and testament only, and to none other person or persons, vses, intents, nor prouisoes. Prouided further, and it is declared by these presents, that the true intent and meaning of this Indenture is, that when any vse or vses aboue limited, or any estate thereby made or growne, by vertue or meaning of these Indentures, or by any prouisoes, conditions, or limitations aforesaid, shall cease, end, and determine, by breaking of any prouiso or condition: that then immediately the vse of such and so much of the premisses, whereof any vse or estate aboue limited, shall so cease, end, or determine, shall bee immediately, after former limitations in vse, ended, ceased, or determined, in such person or persons, to whom the vse thereof is next limited and appointed by these Indentures, of like estate, and in manner and forme, as the same should haue beene, if the same limitation had beene without any prouiso or condition, and had beene ended in deed.

The

The limitation of vſes.

AND it is further couenanted, &c. that the ſaid feoffées ſhall bee ſeiſed of the ſaid manors, lands, &c. to the vſe of the ſaid A. and the ſaid iſſues males, &c. vntill ſuch times as the ſaid A. or any one or moe of his iſſues males, after hee, they, or any of them ſhall bee owners of the premiſſes, or of any part or parcell thereof, in poſſeſſion, reuerſion, or remainder, ſhall either doe, or ſuffer to be done, ſome act or acts, thing or things, for the diſcontinuance of the taile of the premiſſes, or any part or parcell thereof, or for taking away the right of the premiſſes, or of any part or parcell thereof, otherwiſe than is appointed by the act of Parliament made in the two and thirtieth yeere of the reigne of King Henrie the eight, intituled, An Act that the leaſſees ſhould enioy their Farmes againſt the tenant in taile, or in the right of their wiues, or Churches, whereby the ſtate of intaile of the premiſſes, or any part or parcell thereof, or the right of the ſaid eſtate in the premiſſes, or in any part thereof limited by theſe preſents to the ſaid A. and his heires males aforeſaid, ſhall not, or cannot take place, according to the true intent of his deed indented, and the meaning of the ſaid B. &c. And then to the vſe of the &c. Limiting other vſes. Sect. 278.

A Couenant reſeruing power to alter and raiſe vſes.

PRouided alwayes, if it ſhall chance the ſaid I. S. by his Teſtament and laſt will, made in writing and ſealed with his owne hand, or by Indenture inrolled, and ſubſcribed with his owne hand, or by deed of feoffement, or other conueyance in writing, ſealed with his hand and ſeale, to deuiſe, aſſure, appoint, or conuey, the premiſſes, or any parcell thereof, or any rents, annuities, fées, offices, or any other profits, commodities or aduantages going out, or comming out of the premiſſes, or any parcell thereof, or by any writing indented, ſealed by the hands of the ſaid I. D. and ſubſcribed, and deliuered by him, to limit, diſpoſe, appoint, or aſſigne the vſe or vſes, of all and ſingular the premiſſes, or any parcell thereof, or to appoint any rents, annuities, offices, fées, commodities, profits or aduantages out of the premiſſes, or any part thereof, or the vſes thereof, in any other ſort than before is ſpecified in theſe preſents, that then and from thenceforth as well the aſſurances aforeſaid ſhall bee, as the ſaid R. D. &c. their heires and aſſignes, as alſo all and euery other perſon and perſons, and their heires, any thing lawfully hauing or clauming in the premiſſes, or any part thereof, by the ſaid R. D. &c. their heires or aſſignes, or after or vnder, their eſtate or intereſt, ſhall ſtand and bee ſeiſed of the premiſſes, Sect. 279.

premiſſes, or of ſuch parcell of the ſame, ſo deuiſed, aſſured, conueyed, limited, or appointed, and alſo ſhall ſtand and bee ſeiſed to ſuch vſe and behoſe, and of ſuch perſon or perſons, to whom ſuch annuities, fees, profits, commodities, or aduantages of the premiſſes, ſo ſhall be deuiſed, conueyed, limited, aſſured, or appointed of ſuch eſtate and intereſt, as in the ſame conueyance, laſt will, or feoffement, or in the ſame writing, and euery or any of them ſhall be conueyed, and not otherwiſe, nor in any other manner: any thing to the contrary notwithſtanding.

A Couenant to alter vſes.

Sect. 280. AND it is further condiſcended and agreed betwixt the ſaid parties, and euery of them, for themſelues, their heires and aſſignes doe couenant and grant to each other of the ſame parties, and their heires and aſſignes, that if it fortune at any time hereafter the ſaid T. T. during his life, to draw and ingroſſe in parchment, or cauſe, &c. another indenture with certaine couenants contained in the ſame, to lead to the vſe of the ſame recoueries, fines, and aſſurances in another ſort and order; then in theſe preſent Indentures they be lead, limited, and beſtowed, and the ſame ſo drawen and ingroſſed ſhall ſeale and deliuer as his deed, that then immediately vpon the ſumme of ten ſhillings of lawfull, &c. diſburſed and beſtowed amongſt the poore inhabitants of the manor of H. the ſame aſſurances and euery of them ſhall bee, and the ſame A. B. C. D. their heires and aſſignes, and euery other perſon or perſons, hauing or iuſtly claiming to haue any eſtate or thing in the ſame premiſſes, or any part thereof, ſhall ſtand and be ſeiſed of the ſame, to the only vſes contained in theſe Indentures, and to none other vſes nor intents: any thing in theſe Indentures to the contrary thereof notwithſtanding, &c.

See more of Vſes in Couenants to leuie fines and ſuffer recoueries, and in Couenants to make Aſſurances, Couenants of marriage and Ioyntures.

A Proviſo for diſcontinuance of Vſes.

Sect. 281. PRouided allwayes, that if any the ſaid ſonnes of the ſaid I. S. of his body lawfully begotten, or any, &c. ſhall at any time hereafter aduiſedly, willingly, determinately, and effectually procure or aſſent, to or for any act or acts, thing or things for any bargaine, ſale, diſcontinuance alienation, exchange, or forfeiture to bee had or made of the ſaid lands, tenements, hereditaments, and other the premiſſes, or of any part or parcell thereof to him or them, or any of them, as is aforeſaid, by theſe preſents limited, declared, or agreed to be conueyed in vſe or poſſeſſion, whereby

whereby any eſtate of the premiſſes or any part or parcell thereof in vſe or poſſeſſion mentioned, limited, or declared by theſe preſents, may, ſhould, or might by any wayes, or by any meanes be vndone, diſcontinued, debarred, altered, determined or forfeited, and the ſame bargaine, ſale, diſcontinuance, alienation, exchange, or forfeiture, or any other open or effectuall thing or act towards the ſame effect ſhall attempt, &c. or by any other effectuall act or acts, thing or things whatſoeuer, whereof or whereby any bargaine, ſale, diſcontinuance, alienation, exchange, or forfeiture, ſhall or may inſue: That then immediatly from and after the time of ſuch procuring, attempting, cauſing, commanding, willingly aſſenting, ſuffering, or going about, in manner and forme as is aforeſaid, and before any ſuch bargaine, ſale, diſcontinuance, alienation, exchange, or forfeiture, had, made, or perfected, executed, committed, or done, the ſaid vſe and vſes, eſtate and eſtates, limited and declared in theſe preſents, to him or them that ſo ſhall attempt, cauſe, procure, command, or wittingly aſſent or ſuffer any ſuch act or acts, thing or things, to be proſecuted, executed, performed, done, or put in vre, in manner aboue declared, whereupon any bargaine, ſale, diſcontinuance, alienation, exchange, or forfeiture ſhall or may inſue contrary to the true meaning of theſe preſents, of, and in ſuch, and ſo much of the ſaid manors, lands, tenements, and hereditaments, with the appurtenances, for which any of the things aforeſaid, ſhall be attempted, cauſed, procured, commanded, aſſented, or ſuffered to be executed, performed, done, or put in vre, contrarie to the true meaning of theſe preſents, ſhall ceaſe only, as in reſpect and hauing regard to ſuch a perſon or perſons, ſo attempting, procuring, cauſing, commanding, willingly aſſenting to, ſuffering, or going about any act or acts, thing or things, aboueſaid, contrary to the intent and true meaning of theſe preſents, in ſuch ſort, quality, degree, and condition, as if ſuch perſon or perſons, their heire, or heires, ſo attempting, procuring, cauſing, commanding, willingly aſſenting to, ſuffering, or going about any ſuch act or acts, thing or things, as is aforeſaid, were naturally dead, and no otherwiſe. And then and in ſuch caſe ſhall immediately come, grow, or be, by the true intent and meaning of theſe preſents, as if ſuch perſon or perſons that ſo ſhall procure or aſſent, to, or for any ſuch act or acts, thing or things, were naturally dead, of ſuch like eſtate, and in like manner and forme, and with ſuch like remainders in vſe ouer, and with like limitations and conditions, as the ſame ſhould haue come, growen, or beene, if the ſame perſon that ſo ſhall procure, or aſſent to, or for any ſuch act or acts, thing or things to be done, at, or immediatly before the time of ſuch procuring or aſſenting were naturally dead, and none otherwiſe.

A liberty by Vſes to make Leaſes.

Sect. 282. PRouided alſo, and it is fully couenanted, granted, and agréed by all the parties to theſe preſents, that it ſhall and may be lawfull to, and for the ſaid Sir I. S. by his déed or déeds indented, during the naturall life of the ſaid Sir I. S. to demiſe and leaſe the aforeſaid manors, lands, tenements, and other the premiſſes appointed by theſe preſents to be conueyed and aſſured to the aforeſaid T. S. F. S. T. N. and L. M. and their heires, to the vſe of the ſaid T. for terme of his naturall life, without impeachment of waſte, and after his deceaſe to the vſe of I. S. the ſonne, and of the heires males of the body of the ſaid I. S. the ſonne, of the body of the ſaid M. lawfully begotten, and for default of ſuch heires, to the vſe of the heires of the body of the ſaid I. S. the ſonne lawfully begotten, with other eſtates in vſe of the ſame, as is aforeſaid, to any perſon or perſons for the terme of xxj. yéares and not aboue, or for any leſſer terme or termes from the making of the ſame leaſe or leaſes, whereof no former leaſe and leaſes, of, and in the ſame manors, lands, and tenements, ſo to be demiſed, ſhall at the time of the making of the ſame leaſe or leaſes, haue being and continuance. So that vpon euery the ſame leaſe or leaſes ſo to be made, the old and accuſtomed rent and rents or more ſhall bée reſerued, to haue continuance, and ſhall bée payable yéerely during the ſame leaſe or leaſes, to ſuch perſon and perſons as ſhall haue the immediate reuerſion or remainder thereof during the ſame leaſe or leaſes, to be made. And ſo that the ſame leaſe nor leaſes, nor any of them, be made without impeachment of waſte, and that then the ſaid aſſurance and aſſurances to be made, as is aforeſaid, ſhall be, and the ſaid T. S. F. S. T. N. and L. M. and their heires ſhall ſtand and bée ſeiſed of, and in the premiſſes ſo to be demiſed or leaſed, as is aforeſaid, to the vſe and vſes of ſuch ſeuerall perſon and perſons, to whom the ſaid premiſſes or any parcell thereof ſhall be ſo leaſed, their executors, adminiſtrators, and aſſignes, for and during ſuch terme and termes as béene before declared, or vnder, as ſhall be limited vpon any ſuch leaſe or leaſes to be made, as is aforeſaid, vpon any ſuch like ſeuerall conditions to bée annexed to the vſes, for non-payment of the ſeuerall rents ſo to be ſeuerally reſerued vpon ſuch leaſes, as ſhall be limited in the ſame leaſes, and annexed to the leaſe of the ſaid lands, by the true intent and meaning of ſuch leaſes: any thing in theſe preſents mentioned or expreſſed to the contrary in any wiſe notwithſtanding.

Conueyances to vses.

AND to the vses that the said W. Y. may during his life make ioynter or ioynters of all such lands, tenements and hereditaments in S. aforesaid, parcell of the premisses last recited, being now in the possession of T. Y. and I. Y. brethren of the said W. to any such wife or wiues as they the said T. and I. Y. or either of them, shall fortune hereafter to marry or take to wife, for and during their naturall life or liues. And that it shall likewise bee lawfull to the said W. Y. to make ioynter or ioynters of lands, tenements, and hereditaments, in S. and B. parcell of the premisses last recited, to the yearely value of &c. to any wife or wiues, that he shall hereafter fortune to marry and take to wife other than Y. his now wife, for and during the naturall life or liues, of any such wife or wiues. And further, that it shall be lawfull, to and for the said W. Y. during his life, and to the said T. Y. his sonne and heire apparant after his death, to make a ioynter or ioynters to any such wife or wiues as the said T. Y. the sonne shall hereafter fortune to marry, of the said manors, lands, tenements, and hereditaments, parcell of the premisses last recited, of the yearely rent of forty pounds aboue all charges and reprises. And that the said W. Y. shall haue in like manner free liberty and lawfull authority and power during his naturall life, of lands, tenements, and hereditaments, parcell of the premisses last recited, of the yearely rent of twenty pounds, to make leases and grants thereof to the younger sonne or sonnes of the said W. for terme of their naturall life or liues, or thereof, or of any part thereof, to declare his last will and testament, for the performance thereof and payment of his debts, so that it bee but for the space and terme of twenty yeares, or vnder, next after the death of the said W. And that the said I. Y. and other the said Conisees and their heires, shall stand and be seised of the said premisses, or any part thereof appointed, limited, or assigned by the said W. Y. for the ioynter or ioynters of his wife or wiues of the said brethren, or either of them, or for any wife that the said W. shall hereafter marry, or the wife or wiues of the said T. Y. or to his younger sonne or sonnes, during life or liues, in manner and forme aforesaid, to the vse of such person and persons as the said W. shall assigne, limit or appoint the same during the time aforesaid, and according to the limitation aforesaid. Sect. 283.

Trust

Trust.

A bargaine and sale in trust to vses.

Sect. 284. THis Indenture tripartite, &c. Betweene T. T. on the first party, B. C. D. and E. on the second party, and F. G. H. I. and K. on the third party, Witnesseth, that the said T. T. for the speciall trust and confidence that hee hath in the said A. B. C. D. E. F. G. H. I. K. and for the summe of, &c. Hath giuen, bargained, and sold, and by these presents doth giue, bargaine, and sell vnto the said A. B. &c. all those his lands, &c. To haue and to hold, &c. during the naturall life of the said T. T. and for and during the terme of ten yeeres next and immediately following after the naturall death of the said T. T. And after the death of the said T. T. and after the said terme of ten yeeres ended and determined, then to haue and to hold the said manors, lands, &c. to the said A. B. C. D. &c. their heires and assignes, to the vse of them and their heires, &c. And vpon condition that if the said G. H. I. and K. and their heires, or the survivor or survivors of them, and his and their heires shall before the naturall death of the said T. T. or within six yeeres next after the naturall death of the said T. T. alien, bargaine, and sell the premisses with the appurtenances, or so much thereof as by the said T. T. shall be limited or appointed by him, by word or by writing, will, or otherwise, and the desire and request of the said T. T. is, that after the bargaine, sale, or alienation so had or made, the said A. B. C. D. &c. for the speciall trust and confidence that the said T. T. doth put in them, shall within six moneths next after such bargaine, sale or alienation, purchase, or cause to be purchased, other lands, tenements, and hereditaments, of as much cleere yeerely value as the premisses that shall bee so bargained or sold by them or any of them shall amount vnto, and that the survivor or survivors of them shall within six moneths after such purchase, cause the same lands so purchased to be by good assurances and conueyances in the said Law assured and made sure to the heires of the said T. T. in fee simple discharged of all manner of charges and incumbrances by them to bee had, made, done or suffered.

Prouided allwayes, that for default of such bargaine, sale, or alienation of the premisses, by these presents giuen or granted, bargained or sold, from and after the said naturall death of the said T. T. and from and after the said terme and end of ten yeeres next after the naturall death of the said T. T. the said A. B. C. and D. &c. and all and every person and persons that shall be seised, of, or in the said tenements and premisses,

milles, shall stand and be seised thereof to the only vse and behoofe of the right heires of the said T. T. of, and in so much of the premilles by these presents giuen or granted, whereof no bargaine, sale, or alienation shall be hereafter by the said A. B. C. D. &c. so made as is aforesaid. And that then, and from thencefoorth it shall be lawfull for the said right heires of the said T. T. to reenter into so much of the premilles, whereof no such bargaine, sale, or alienation, as is aforesaid, shall be hereafter by the said A. B. so made as is aforesaid. And the said G. H. I. and K. doe couenant, &c. that they and euery of them shall permit and suffer the said A. B. and C. &c. and euery of them and their assignes quietly to receiue and take the issues and profits of all and singular the said premilles with the appurtenances during the naturall life of the said T. T. and during the said terme of ten yeeres next after his naturall death, without interruption or disturbance of the said G. H. I. and K. or any of them or any other person or persons, by the meanes and procurement of any of them, to be imployed and bestowed to such purposes, vses, and intents as the said T. T. hath and shall assigne, limit, and appoint. And the said G. H. I. and K. for themselues doe couenant, &c. That if it shall fortune the said A. B. and C. to decease during the naturall life of the said T. T. that then the said E. F. G. H. I. and K. and their executors and assignes, shall peaceably permit and suffer the said D. E. and F. and euery of them and their assignes, to haue, take, and receiue all and singular the issues, rents, reuenues and profits, of all and singular the premilles, and euery part and parcell thereof, for and during, &c. without any let or impediment to be had, made, or procured by the said G. H. I. and K. or any of them, or by any other person or persons, by the meanes or procurement of any of them, to be imployed and bestowed to such vses and intents, as the said T. T. shall limit, declare, assigne, or appoint by word or writing. And the said T. T. for him, his heires and assignes doth couenant, &c. that the said, &c. and euery other person and persons now being seised, of, and in the premilles, or of, or in any part or parcell thereof shall from henceforth stand and be seised thereof, and of euery part thereof, to the vses, intents, behoofes and conditions, in these presents before declared, mentioned, and expressed, and to, or for none other vse, intent, or purpose. In witnesse whereof, &c.

Couenants to conuey a Lease and goods in Trust, in stead of a Ioynture.

THis Indenture, &c. Betweene T. G. and W. L. &c. Witnesseth, that in consideration of a marriage to bee had and solemnized betweene the said W. L. of the one party, and B. M. widow, daughter of the said Sect. 285.

T.G. of the other party, It is now fully couenanted, &c. that is to ſay, the ſaid W.L. &c. doth couenant &c. that where I B. by his deed indented, dated &c. hath demiſed, granted, and to farme letten to the ſaid W. L. all that his manor of C. To haue and to hold &c. as by the ſaid Indenture more plainly doth and may appeare, the ſaid W.L. in conſideration of the ſaid marriage to be had and ſolemnized betweene him the ſaid W. L. and the ſaid B in manner and forme aforeſaid, and for the great zeale and loue that he beareth to the ſaid B. couenanteth &c. that hee the ſaid W.L. before the feaſt of &c ſhall at the coſts and charges of him the ſaid W. L. his executors or aſſignes, by his deed indented, aſſure, demiſe, giue, and grant to A. and C. the ſaid manor of &c. together with all his right, title, intereſt, poſſeſſion and terme, which the ſaid W.L. hath to come, in, and to the ſame Manor, and other the premiſſes. To haue and to hold the ſame to the ſaid A. and C. and their executors, adminiſtrators and aſſignes, during the reſidue of the ſaid terme of yeeres yet to come, of, in, and to the ſaid tenements and premiſſes, by vertue of the ſame Leaſe for yeeres aboue in the ſaid preſents recited, vpon condition only that the ſaid A. and C. and their executors and adminiſtrators, and the executors or adminiſtrators of the ſurniuor or ſuruiuors of them, ſhall within vj moneths nert after the ſame aſſurance, demiſe, gift and grant ſo by the ſaid W.L. made of the premiſſes to the ſaid A. and C. make one other demiſe and grant to the ſaid W.L. and B. of the ſaid Manor of &c. to the ſaid W.L. and B. their executors, adminiſtrators and aſſignes, from the date of the ſame demiſe and grant ſo by the ſame A. and C. to be made to the ſaid W. L. and B. for and during the reſidue of the ſaid leaſe and terme of yeeres, mentioned in the ſaid former Indentures yet to come, fully to be accompliſhed and ended. In which Indentures there ſhall be a ſufficient clauſe or proviſo contained, That if it happen the ſaid W. L. to dye, and the ſaid B. him to ouerliue, and that after the death of the ſaid W. L. it ſhall happen the ſaid B. to dye before the end of the ſaid terme of yeeres compriſed in the ſaid leaſe made to the ſaid W. L. in manner and forme aforeſaid, that then the reſidue of the ſaid terme of yeeres, which ſhall ſo happen to remaine & be vndetermined at the death of the ſaid B. ſhall remaine, goe and be to the executors of the ſaid W.L. And further the ſaid W.L. couenanteth &c. that if it ſhall happen the ſaid W.L. to dye, and the ſaid B. to ſuruiue and ouerliue the ſaid W.L. that then the ſaid W. L. ſhall further in conſideration of the ſaid marriage by his laſt will and teſtament, freely giue, aſſure and aſſigne to the ſaid B. to his owne proper vſe towards her liuing, aduancement and preferment, goods and cattels, then being diſcharged of all incumbrances, and which the ſaid W.L. ſhall then haue by good and iuſt title, amounting to

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the clére yærely value of etc. of the proper goods and cattels of the said W. L. And further the said W. L. couenanteth, etc. that after one assurance, grant and conueyance made of the said terme and lease of the said manors etc by the said A and C and to the said W L. and B. and to the longer liuer of them, in manner and forme aforesaid: That then and from thencefoorth during the life of the said W. L and B. the said W. L. shall not bargaine, sell, surrender, forfeit, giue nor alien the said tenements and premisses, or any part thereof, nor his said estate, terme or interest, of, in, or to the same, or any part thereof, nor shall in any wise incumber the said manor, or other the said premisses, or any part thereof, but that the executors of the said W. L. shall acquite, discharge, and saue harmeles, as well the said B as the said manor and other the premisses, and euery part thereof, during all the said terme of yæres, in, and to the said premisses limited, appointed, and to bee assured and conueyed to the said B. in manner and forme aforesaid, of all etc. And further the said W. L, couenanteth, etc. that he the said W. L. his executors and assignes, shall and will at all times hereafter from time to time, do, suffer, and cause to be done and suffered, all and euery such act and acts, deuise, thing and things, as hereafter shall be reasonably deuised, or aduised by the said T. G. his executors or assignes, or by his or their Counsell learned in the law, for the further and better assurance and sure making, of, and to the said lease and terme of yæres, of, and in the said manor of C. etc. to be assured and made sure to the said W. L. and B. and to the suruiuor of them, or to either of them, in manner and forme aforesaid. Prouided alwayes, and it is further couenanted, etc. betwirt the said parties to these presents, etc. and the said W. L. for him, his heires, etc. couenanteth, etc to, and with the said T. G. that if it shall happen the said W. L. or the said B. D to decease, or dye before the said marriage had betwirt them, or that any of them shall refuse to marry with the other of them, at any time limited for the said marriage, or that the Law of God them to marry will not permit and suffer, or any other lawfull impediment shall happen, whereby the said marriage shall not take effect: That then the said W. L. etc. shall satisfie, content, or otherwise repay to the said T. B. &c. at W. &c. within one moneth next after such death, refusall, or other such lawfull impediment, as is aforesaid, the summe of &c. of good, &c. in full payment of the said summe of &c. payed in marriage with the said B. D. In witnesse, &c.

To assure a lease for a ioynture: conuey parcell of the terme to the wiues friends, if she so long liue, then let them reconuey parcell of their parcell to the husband, if he so long doe liue.

A Conueyance in truſt by a widow, of a leaſe giuen vnto her firſt husband, that her ſecond husband ſhould not ſell it away, as comonly it happeneth.

See. 286. THis Indenture, &c. Betweene A. B. widow, late wife of T. B. and executrix of the laſt will and teſtament of the ſame T. B. on the one party, and T. P. I. B. and R. B. brethren of the ſaid A. on the other party, Witneſſeth, That whereas the ſaid T. B. by his laſt will and teſtament, bearing date, &c. did giue vnto the ſaid A. B. all that his intereſt, leaſe, and terme of yéres which he had of, and to the farme of S. and of all, &c. with all his goods, cattels, ſtuffe, and implements of houſhold then being and remaining there. Prouided alwayes, that if it ſhall happen the ſaid A. B. to depart this naturall life before the end and terme of the ſaid yéres ſhould be expired, ended and determined, that then the intereſt and terme of yéres of the ſaid A. B. in the ſaid farme of S. and &c. ſhould ceaſe, and then and from thenceforth he willed that the ſaid farme with, &c. as it came to the ſaid A. B. ſhould remaine to M. B. his daughter, and her heires, during the reſidue of the ſaid yéres then to come in the ſaid farme, &c. Know ye now by theſe preſents, that the ſaid A. B. for ſundry conſiderations her mouing, and eſpecially for the performance of the ſaid will of the ſaid T. B. according to the meaning thereof, hath giuen, granted &c. and by theſe preſents doth fully, &c. vnto the ſaid T. P. I. B. and R. T. all that her ſaid right, title, eſtate, intereſt, leaſe, and terme of yéres which the ſaid A. B. hath yet to come and expire of, and in the ſaid manour or farme of S. and of and in all, &c. Neuertheleſſe, the ſaid T. P. I. B. and R. T. do couenant, &c. that the ſame A. B. and her aſſignes, ſhall haue the occupation and vſe of all the ſaid manors, &c. and all and ſingular other the premiſſes in the ſaid ſeuerall leaſes ſpecified, and ſhall and may haue and take the profits and commodities of the ſame to her owne vſe, commodity and profit during the ſaid terme contained in the ſaid leaſe of the premiſſes, if the ſaid A. B. doe ſo long liue. Prouided alwayes, and it is further agréed, &c. that if it ſhall happen the ſaid A. B. or any husband or husband to whom the ſaid A. ſhall fortune hereafter to be married, to alien, giue, grant, or ſell her whole intereſt and terme of yéres to any perſon or perſons, of, and in the premiſſes before granted, or any parcell of the ſame: Or if it fortune the ſaid A. B. doe dye before the end of the ſaid yéres contained in the ſame leaſe: that then this preſent gift and grant of the vſe and occupation of the ſaid premiſſes to the ſaid A. in forme aforeſaid, giuen, made, or granted, to ceaſe and vtterly to be void, and then it ſhall be lawfull to the ſaid T. P. I. B. and R. T. their executors and adminiſtrators, and euery of them, into the

the ſaid manors, &c. to reenter, &c. And furthermore the ſaid T. P. I. B. and R. T. doe couenant, &c. that they the ſaid I. T. and R. etc. their executors, etc. ſhall within one quarter of a yeare after the death of the ſaid A. and at the coſts, etc. grant vnto the ſaid P. B. daughter of the etc. if the ſaid P. be then liuing, the ſaid manors, etc. and other the premiſſes to her owne vſe, during ſo many yeares of the ſaid terme of yeares, as ſhall then remaine not ended, of, and in the ſame manors, etc. and premiſſes, or in any of them, diſcharged of all former bargaines, etc. And furthermore, the ſaid T. P. I. B. and R. T. doe couenant, etc. that if it fortune the ſaid P. B. to deceaſe in the life of the ſaid A. B. that then the ſaid T. I. and R. their executors, etc. ſhall likewiſe within one quarter of a yeare after the death of the ſaid P. B. clearely conuey and aſſure vnto the ſaid A. B. if they be thereto required by the ſaid A. and at the coſts etc. all their ſaid right, title, etc. In witneſſe, &c.

An aſſignement of a leaſe to certaine vſes.

THis Indenture made etc. betweene W. T. on the one party, and F. R. and I. Y. on the other party, witneſſeth, that where the ſaid W. T. is, and now ſtandeth lawfully poſſeſſed for terme of 16. yeares yet to come, of, in, and vpon the manor of T. with the appurtenances in etc. by vertue of one Indenture of leaſe thereof made to the ſaid W. T. by etc. bearing date the 11. day of etc. in the etc. yelding and paying therefore yearely etc. the yearely rent and ferme of etc. as by and in the ſaid Indenture of leaſe more at large appeareth: Now the ſaid W. T. for and in conſideration of a marriage to bee had and ſolemnized betweene him and D. R. etc. hath giuen and granted, and by theſe preſents doth giue and grant to the ſaid F. R. and I. Y. all and ſinguler the meſſuages, etc. with the appurtenances in T. aforeſaid, mentioned or contained in the ſaid Indenture of leaſe, and all his eſtate, intereſt, and terme of yeares yet to come by vertue of the ſaid Leaſe made by the ſaid etc. in and to the ſaid lands, grounds, and premiſſes in G. aforeſaid. To haue and to hold the ſaid meſſuage in G. aforeſaid, to the ſaid F. R. and I. Y. their executors and aſſignes, in manner and forme following: that is to ſay, To the vſe of the ſaid W. T. for, and during the terme and ſpace of forty yeares next and immediately inſuing the date hereof, if the ſaid W. T. ſo long liue, and after to the vſe of the ſaid D. for, and during the terme and ſpace of other forty yeares then next following, if ſhee the ſaid D. ſhall ſo long liue, and after to the vſe of the firſt iſſue male of the ſaid W. T. begotten by him of the body of the ſaid D. for the terme of ſo many yeares as then ſhall be to come, and ſhall then remaine vnexpired of the ſaid Leaſe made by the ſaid etc. if the iſſue male doe ſo long liue. And if it fortune Sect. 287.

the said W. T. to have no issue male begotten by him of the body of the said D. then to the first issue female of the said W. vt supra, etc. during and vntill such time as the iust sum of one hundred pounds bee fully had, received, and taken, of the issues and profits of the said lands and premisses, for, and towards the preferment in marriage of the said issue female, if the said lease made to the said W. T. by the said &c. and the terme of yeares therein contained shall so long endure and continue. And after the said hundred pounds so had and levied, then to the vse of such person and persons as the said W. T. shall give or bequeath the same vnto, for, and during all the residue of the said terme and yeares contained and expressed in the said Indenture of lease made by the said, etc. And the said W. T. doth covenant and grant for him, &c. that he the said W. T. the day of the date hereof, is, and standeth lawfully possessed of the premisses, and every parcell thereof, in manner and forme aforesaid: And that the said premisses, and every parcell thereof now be, and so shall continue and remaine to the vses and limitations afore rehearsed, according to the true effect and meaning of these presents, clerely discharged, of, and from all former bargaines, and payments of any rents reserued by the same Indenture of lease made by the said, etc. conueyances, and all other charges and incumbrances whatsoeuer. And that he the said W. T. hath not heretofore done, nor that hee nor his assignes hereafter shall doe or suffer to be done, any act or thing, whereby the said estate, vses, and limitations, mentioned or expressed, by, or in this Indenture, or any of them, shall be made void, frustrate, or shall not take effect, or indure, according to the true effect and meaning of these presents. In witnesse, &c.

A Couenant for quiet inioying, vntill money be paid.

Sect. 288. AND the said G. S doth covenant and grant, for him, his heires, executors, and administrators, to and with &c. That if it fortune the said F. S his executors or assignes at any time hereafter during the said terme of ix. yeares to bee lawfully euicted or expulsed, of and from the quiet possession or occupation of the said manor and premisses demised vnto him by the said former Indenture of lease, whereby the said F. or his assignes, shall or may not quietly perceiue and take the annuall or yearely sum of xx. li. of the issues, rents, and profits of the said manor and premisses, according to the true effect and meaning of the said former Indenture of lease: That then presently vpon such euiction or expulsion, the said F. R. his executors and assignes, shall and may quietly and peaceably haue, occupy, and inioy the said capitall messuage or tenements called the H. and all the grounds, coalmines, and hereditaments therewith demised

demised and occupied, during and vntill such time as so much of the said nine score pounds as then shall be vnreceiued by the said F. R. his executors or assignes, by the said G. S. his heires or assignes, discharged of all incumbrances, had, made, or done by the said G. S. his heires or assignes. Prouided, and it is so concluded and agreed, by and betweene the said parties, that if the said F. R. his executors and assignes doe quietly and peaceably occupy and inioy the said manor of D. and other the premisses, demised by the said former Indenture of lease, during all the said terme of nine yeeres, according to the purport and true meaning of the said Indenture of lease. Or if the said G. S. his executors or assignes, doe well and truly content and pay to the said F. R. his executors or assignes the sum of nine score pounds, or so much thereof as then shall remaine not receiued by the said F. his executors or assignes: That then presently after the end and determination of the said terme of nine yeeres so quietly occupied by the said F. his executors or assignes, as is aforesaid, or immediately from and after such payment had and made, as is aforesaid, this present Indenture of lease shall bee vtterly void, frustrate, and of none effect, and haue no further being: any thing aforesaid to the contrary notwithstanding. In witnesse whereof, &c.

A Feoffement to xii. persons in Trust to certaine vses.

THis Indenture &c. Witnesseth, that the said I. S. for the speciall trust and confidence that he the said I. S. hath and reposeth in the said A. B. C. D. etc. and their heires and assignes, and for the great zeale and good will which he beareth to the poore people which now be, and which hereafter from time to time shall be inhabiting and dwelling within the Towne of C. in the County of D. And towards the maintenance, repairing, and making of such Bridges and High-wayes, as now bee, or hereafter shall be erected or made in the said Towne of C. or within one halfe mile of the same. And for and towards the discharge, payment and contribution of fiftéenes, taxes, musters, warres, and other common charges and impositions wherewith the said Towne of C. or the Inhabitants thereof, shall or may be charged, and in ease and releife of the poore people of the said Towne of C. for the time being, hath giuen, granted, and confirmed, and by these presents for him and his heires, doth freely and absolutely giue, grant, and confirme vnto the said A. B. C. D. etc. and their heires for euer, all those his messuages, etc. To haue and to hold, &c. to the said A. B. C. D. etc. their heires and assignes for euer, to the onely vse and behoofe of the said A. B. C. D. etc. their heires and assignes for euer vpon trust. And to the intent that they the said A. B. C. D. etc. their heires and assignes, shall with- Sect. 289.

all the yærely rents, reuenues, iſſues, and profits of the ſaid tenements and premiſſes, etc. ſuccour and relieue the ſaid poore people, which now be, or hereafter ſhall be inhabiting within the ſaid Towne of C. and the ſaid Bridges maintaine and make, and the ſaid payments, contributions, and charges ſhall beare and ſuſtaine, in ſuch ſort and manner, as ſhall yærely from time to time for euer be agreed vpon and thought meet to the chiefeſt part of the Inhabitants of the ſaid Towne of C. for the time being. And the ſaid A. B. C. D. etc. doe couenant etc. That if the ſaid A B. C D. etc. or any of them, ſhall at any time or times hereafter remoue, goe, and depart away forth of the ſaid Towne of C to any other place to inhabit and dwell, and doe and ſhall inhabit and dwell out of the ſaid Towne of C. that then ſuch and ſo many of the ſaid twelue Feoffées aforenamed, which ſhall ſo depart away forth of the ſaid Towne of C. and inhabit and dwell in any other place, ſhall not after ſuch his, or their departure thence, as is aforeſaid, take, receiue, or diſpoſe, any of the rents, iſſues, or profits of the ſaid tenements and premiſſes: But at all times after ſuch his or their ſo departing and going away of him, or them, as is aforeſaid, ſhall grant, conuey, releaſe, and aſſure to the reſidue of the ſaid twelue perſons then liuing, and their heires, or to ſuch other twelue perſons which ſhall be named and choſen by the chiefeſt or more part of the ſaid Inhabitants of the ſaid Towne of C. then for the time being, to be ſubſtituted and put in place and rome of the ſaid perſon or perſons ſo departing or dying, and of the reſidue of the ſaid feoffées then remaining, or ſuruiuing, and their heires, all his and their eſtate, right, title, and intereſt, of, and in the ſaid lands and premiſſes, diſcharged and kept harmeleſſe, of, and from all bargaines, eſtates, titles, charges, troubles, and incumbrances, then had or made, or to be had or made, by him or them, or any of them, ſo dying or departing away, as aforeſaid, as ſhall be deuiſed or aduiſed by the chiefeſt or more part of the Inhabitants of the ſaid Towne of C. aforeſaid for the time being, or by their, or any of their counſell learned in the lawes of this Realme: Except ſuch leaſes for the terme of yæres as ſhall bee made according to the tenor and true meaning of theſe preſents. And it is further intended, meant, and agreed, by and betweene the ſaid parties to theſe preſents, that when and ſo often, and at whatſoeuer time or times whatſoeuer, ſix of the ſaid twelue perſons aforenamed as feoffées, as aforeſaid, or any other perſons hereafter to be ſo named as feoffées thereof, or more of them ſhall be dead, or departed out of the ſaid Towne of C to dwell elſewhere as is aforeſaid: That then and ſo often it ſhall and may be lawfull, to and for the chiefeſt and moſt ſubſtantiall part of the Inhabitants of the ſaid Towne of C. for the time being, to name, elect, and chuſe vj. other perſons

sons of the Inhabitants of the said Towne of C. for the time being to be feoffées in Trust, and to stand seised to the vses aforesaid, and bee substituted and put in the place and roome of the said former feoffées. And in like manner and forme, election and elections of the said feoffées to bee made, as is aforesaid, from time to time successively for euer, so often as it shall bee requisite. And that after such election or elections of such twelue persons to bee feoffées, as is aforesaid, made by the said Inhabitants of C. aforesaid, such and so many of the feoffées aforesaid, as shall be then liuing, at the reasonable request, costs and charges of the Inhabitants of the said Towne then being, or the more or the chiefest part of the Inhabitants of the said Towne for the time being, shall by sufficient deed or deeds, or other conueyances or assurances, grant, conuey, and assure the said lands, &c. and premisses, to the said 12. persons so newly chosen, and their heires, to the vses and intents aforesaid, with such covenants and conditions therein to be contained, as shall bee thought requisite to the said chiefest part of the said Inhabitants for the time being, or their learned counsell, discharged of all titles, charges, and incumbrances, had, or made, or to be had or made by them, or any of them, other than such as shall bee had by them with the like consent of the said Inhabitants for the time being, as is aforesaid. Prouided alwayes, and it is &c. to these presents in manner and forme following: that is to say, that it shall not, nor may not be lawfull at any time or times hereafter, to, or for the said A. B. and his said cofeoffées before named, or any of them, their heires or assignes, or any of them, or any other person or persons whatsoeuer hereafter to be named, elected or chosen feoffées of the said lands, tenements, and premisses, to the vses aboue written, to charge, conuey, vnplay, or conuert the said lands, tenements, hereditaments, and premisses, with the appurtenances, or any part thereof, or the rents, issues, and profits thereof, or of any part thereof, to any other vse or vses, intent or intents, or any other wayes, than to the vses aboue in these presents mentioned, without the consent of the most or chiefest part of the Inhabitants of the said towne of C. for the time being thereunto first had and obtained, nor to extinguish, release, determine, frustrate or make void any rent or rents, condition or conditions, grant, couenant or agreement reserued, contained, mentioned or implied, or to be reserued, contained, mentioned, or implied, in, or by any lease or leases heretofore made of the said tenements and premisses, or of any part thereof, nor to make any new lease or leases of the said tenements and premisses, or of any part thereof, before such time as all former leases of so much thereof so newly to be demised shall bee expired, determined, surrendred or ended, nor for any longer time or terme than vij. yeares,

from

from the making of such new lease or leases, nor for any lesser or smaller rents, than bene now already reserued and yelded for the same, and for and vnder such conditions and clauses of reentry for default of payments of any rent or rents to be reserued, in, or by any such lease or leases, and with such other conditions, prouisoes, and couenants therein to be contained, as from time to time for euer shall bee, thought meet and requisite by the said more or chiefest part of the said Inhabitants of the said Towne of C. for the time being. And prouided also and vpon condition, and it is the true intent and meaning of these presents, and of all the parties to the same, and the said Inhabitants of the said Towne of C. doe consent and agree, that it shall not at any time hereafter be lawful to any person or persons that hereafter shall be named, chosen, and made a feoffee or feoffees of the said tenements and premisses as is aforesaid, during such time as he or they shall so remaine and bee feoffee or feoffees thereof, to haue, take, or occupy any part of the said tenements and premisses, by lease for yeres or otherwise, nor to any lessee or farmer of any part of the said tenements and premisses, during such time as he shall so be a lessee or farmer thereof, to be named, chosen, or made feoffee thereof, or of any part thereof. And it is further concluded and agreed, by and betweene all the said parties to these presents, and euery of them, with the full consent and agreement of the said Inhabitants of the said Towne of C. that yerely, and euery yere for euer hereafter, two of the said persons being, or which shall be feoffees of the premisses, as is aforesaid, shal be chosen by lots, and named the common Greues of C. to be Greues or Collectors & keepers of all such rents, reuenues and profits as shal come, arise, or grow, of, and for the said tenements and premisses, to the vses aforesaid, and to doe all such acts and things as shall be necessary, for, or about the same vntill the Friday next after the feast of P. ad vincula, commonly called Lammas day, which shall be next after euery time of such choise of the said Greues as is aforesaid. And that euery yere hereafter vpon the Friday next after the said Feast of P. ad vincula, commonly called Lammas day, the said Greues for the yere then past for the time being, in the presence of so many of the inhabitants of the said Towne of C. & the residue of the said feoffees, as will vouchsafe to be then there present thereat in the parish Church of C. aforesaid, shall make & yeld vp a iust and true reckoning and account of all such sums of money, and other things, as they shall then haue receiued, disbursed, or done, in, for, or by reason of the premisses, or any part thereof, vnto the said inhabitants, or the said residue of the said feoffees, not being then Greues there, & to deliuer all the arrerages and ouerplus of their said receit vnto such two other persons, as shall then next after them be chosen Greues of the premisses, as is aforesaid for euer. In witnesse, &c.

Grants,

Grants, and what they be.

A Grant *Conceſſio*, ſignifieth permiſſion, ſufferance, leaue, licence, yeelding or giuing ouer of a thing, but ſpecially taken, it ſignifieth a gift in writing of ſuch things as cannot aptly paſſe by word onely without writing: As rents, reuerſions, ſeruices, aduowſons in groſſe, common in groſſe, villeine in groſſe, tithes, &c. or made by ſuch perſons as cannot giue but by deed: as the King, and all bodies politike, as Maiors and Cominalties, Deanes, Chapters, &c. which differences beene oftentimes neglected, and then it is taken generally to ſignifie euery gift whatſoeuer made of any thing by any perſon whatſoeuer. And he that granteth, is termed the grantor, and he to whom the grant is made, the grantee. An inſtrument of grant, is a deed containing the diſcription of ſuch a gift or grant, as is aforeſaid. Of the examples whereof great variety inſueth. Sect. 290.

A Grant of a reuerſion and common, with ſuit of Court reſerued, &c.

THis Indenture made betweene F. of &c. and T. &c. Witneſſeth, that the ſaid F. hath granted, bargained, &c. all thoſe meſuages, &c. with the appurtenances ſet, lying, and being within the Lordſhip of B. and in the pariſh of A and D. and either of them, within the C. of P. and now or late in the tenure or occupation of R. or his aſſignes, by force of one demiſe or leaſe not yet expired, made thereof to the ſaid R. and his aſſignes by E. R. etc. And alſo the reuerſion and reuerſions of all and ſinguler the premiſſes, and euery part and parcell thereof, together with common for all manner of beaſts of the ſaid R. etc. his heires and aſſignes, in, and vpon the commons and waſte grounds, parcell of the ſaid Lordſhip and Manor, and all waies and paſſages, to and from the premiſſes, and euery part thereof, in ſuch ample and large manner, as the ſaid R. at any time heretofore haue vſually had, vſed or taken the ſame, ſithence the making of the ſaid Leaſe, together with one acre of paſture with the appurtenances, lying in a cloſe of paſture called B. within the Pariſh of etc. To haue and to hold etc. all the ſaid meſuages, &c. and other the premiſſes, with ſufficient common, as is aforeſaid, and all other the premiſſes before bargained and ſold, with all and ſinguler their appurtenances, and the reuerſion or reuerſions of the ſame to the ſaid T. etc. Yeelding and paying therefore yerely vnto the ſaid F. his heires and aſſignes, Lords of etc. the ſum of three ſhillings yerely at the feaſt of etc. And alſo doing ſuit to the Court of the ſaid manor at two times in the yere, Sect. 291.

yéere, vpon generall warning to bee giuen for the holding of the said Court, by the Bayliffe or other Officer of the said F. his heires or assignes, Lords of the said manor. And if the said T. vpon such reasonable warning, as aforesaid, shall faile and make default in doing sunt, as is aforesaid: That then and so often the said T. shall forfeit to the said F. &c. Lords of the said manor, for euery such default iiij. d. in full satisfaction for euery such default. And the said T. for &c. doth couenant and grant, to &c. F. &c. that if the said yéerely rent of vj. s. or the said sum of iiij. d. for not doing suit to the Court, as is aforesaid be not paid: That then and so often it shall be lawfull for the said F. his heires and assignes, Lords of the said manor into the aforesaid premisses, and euery part and parcell thereof to enter, and there distraine, &c. as by one déed thereof made, &c. bearing date &c. plainly appeareth. That now the said F. for diuers good and lawfull considerations him thereunto moning, hath bargained and sold, giuen and granted to the said T. his heires, &c. for euer, all the said messuages, commons, rents, suit of Court, tenements, and other the premisses, and all his reuersion and reuersions, of, and in the same, and euery part thereof with the appurtenances. To haue and to hold the said messuages, tenements, and premisses with the appurtenances to the said T. his heires and assignes for euer, to the only vse and behoofe, &c. In witnesse wherof, &c.

A Grant of the reuersion of certaine lands, with other lands in possession.

Sect. 292. OMnibus ad quos &c. W.B.I.W.W.R.I.S. & I.W. salut &c. Cum M. vxor I.W. nuper vxor I. W. habeat & teneat pro termino vitæ suæ, ex dimiss. & feoffament̃ præd' W.B. I.W.W.R.I.S. & I. W. diuersas ter̃ & tenement̃ cum suis pertinen' nup̄ dicti I. W. viri sui, scituat̃ & iacent̃ in vill. de S. præd', reuersione & remán' eorundem terr̃ & tenementorum immediate post decessum eiusdem M. nobis & hæred' nr̃is de iure spectant̃: Cumque etiam nos p̄d' W.B.I.W.W.R.I.S. & I. W. ad presens seisiti sumus & possessionati in Dominico nostro vt de feodo, de & in diuersis aliis terris, tenementis, reddit̃ & seruic', pratis, pascuis, & pastur̃, cum suis pertin', scituatis & iacent̃ in H. in dict' com̃ E. q̄ etiam nuper fuerunt dicti I.W. v ri nuper dictæ M. Et quæ omnia & singula suprad' ter̃, tenement̃, & cætera præmissa in S. & H. prædictis, Nos prædicti W. B. I. W. W. R I.S. & I. W. simul cum I.W. filio nuper pred' I. W. (qui totum ius suum nobis, heredibus nostris nuper, & assignatis nostris in perpetuum, ex dono & concessione, & chartæ confirmatione I. G. Sciatis nos prefatos W.B.I.W. W. R.I.S. & I.W. dimisisse, tradidisse, concessisse, liberasse, & hoc præsenti scripto nostro confirmasse præfat̃ I. W. filio, ac M. C. filiæ

nuper

nuper I. C. quam dict' I. W. (Deo dante) ducet in vxorem, tam omnia pred' terras & tenementa cum ſuis pertinentiis, quæ habemus in villa de H. præd' & alibi, Quam etiam reuerſionem & reuerſiones prædictarum terrar', tenementor', reddit', ſeruic' ac ceterorum præmiſſorum in S. prædict'. Habend' & tenend' omnia præd' terras & tenement', ac cetera præmiſſa in H. pred', vna cum reuerſione pred' terr', tenement', & ceterorum præmiſſorũ in S. immediate cum acciderit poſt mortem dictæ M. W. prefato I.W. filio, & M.C. ac hered' de corporibus eorum inter eos legit' procreatis, de capitalibus &c. Et volumus, & per preſentes concedimus, quod ſi contingat dictos I.W. filium, & M. C. ſine hæred' de corpor' eorum inter eos legitime procreatis obi e, quod tunc omnia præd' terr' & tenement', ac cetera premiſſa in H. pred', vna cum reuerſione præd' terr' & tenement' ac ceteror' premiſſor' in S. prædict' immediate cum acciderit poſt mortem dictæ M. W. integre remaneant & reuertant prædict' I. W. filio dict' W.G. & W.R. nec non I.S. & T. T. heredibus & aſſignatis ſuis in perpetuum, Tenendum de capitalibus &c. In cuius rei, &c.

A grant of Turbarie.

THis Indenture &c. witneſſeth, that the ſaid A. B. hath giuen &c. to the ſaid T. F and to the heires males of his body, &c. ſufficient turbary, with frée liberty to dig and get turues, and liberty to drawe, reare, windrawe, repaire and ſtacke the ſame turues ſo digged and gotten within the manor of D. ſo often as néed ſhall require, at all and euery ſeaſonable and reaſonable time and times of the yéere, to be burnt, ſpent, or vſed within, or at their manſion houſe of H. in the ſaid County of L. and not elſewhere, with frée entry, egreſſe and regreſſe, in, to, and from the ſaid manor, meſuage, &c. to take and carry away the ſaid turues, with carts, waines, or otherwiſe, at his and their wills and pleaſures, at like ſeaſonable and reaſonable times, &c. Sect. 293.

A Grant of Common for a hundred Sheepe.

OMnibus &c. Sciatis me &c. in conſideratione boni & laudabilis conſilii per T. F. mihi impenſi & impoſterum impendend', dediſſe, & hoc preſenti ſcripto meo confirmaſſe eidem T. F. annuatim, durante vita ipſius T. F. cuſtodiam debitam ad centum oues, tam in ouili, falda, & paſtura conueniente cum ouibus meis per totum annum cuſtodiend' & paſturand', & infra manerium meum de D. in comitatu C. quam in omnibus & ſingulis terris & tenementis meis in D. Habend' gaudend', & percipiend' eidem T. F. & aſſignatis ſuis, pro tota vita ipſius T. F. Et bene licebit eidem T. F. toties quoties ei placuerit ad intrãd' in omnia præd' maneria, terras, & tenementa, ad ſuperuidend' oues ſuas predictas, & eas in meliorem Sect. 294.

rem' pasturam imponend' (si necesse fuerit) ac oues pred' & quamlibet parcellam earundem vendere, permutare, & ad votum suum de eis faciend', ac oues alias ad numerum centum ouium & non vltr', in ouili. & pastur' præd' imponere & dimittere custodiend' & pasturand' forma prædicta. In cuius rei &c.

A Grant of a Reuersion to the Queene.

Sect. 295. THis Indenture made &c. Betweene R. W. of D. &c. on the one party, and our most gracious Soueraigne Lady Quéene Elizabeth on the other party, Witnesseth, that the said R. W. for, and in consideration of a certaine summe of money to him payed by our said Soueraigne, whereof hee acknowledgeth the receit, and thereof and of euery part thereof doth clérely acquite and discharge our said Soueraigne Lady her heires and successors for euer, hath giuen, granted, alienes, bargained, and sold, and by these presents doth giue, grant, alien, bargaine and sell vnto our said Soueraigne Lady the Q. Maiest. her heires and successors for euer, all that close of pasture or pastures, and all lands, tenements and hereditaments whatsoeuer, with the appurtenances, called or knowne by the name or names of B. scituate, lying, and being in the parish and fields of H. in the C. of D. now or late in the tenure or occupation of I. B. or of his assignes, together with all the rights, members, and appurtenances of the same. To haue and to hold the said tenements and premisses, with the appurtenances to our said Soueraigne Lady the Q. Maiesty, her heires and successors for euer, vnto the only proper vse and behoofe of our said soueraigne Lady the Q. Maiesty, her heires and successors for euer. Prouided alwayes, and vpon condition following, that if the said R. W. or his heires, or any of them, doe at any time hereafter grant by his deed, to be inrolled in the Q. Highnesse Court of Chancery, one annuity or yearely rent of &c. of lawfull English money, vnto our said Soueraigne Lady the Q. Highnesse, her heires and successors, issuing and going forth of any the lands, tenements & hereditaments of the said R. W. or of his heires, declaring his or their intent therein to be, that this said grant to the Q. Highnesse shall be void: That then this present deed, or grant, bargaine and sale of the said premisses with the appurtenances to the Q. Highnesse, her heires and successors limited and appointed, shall bee vterly void, frustrate and of none effect, &c. In witnesse, &c.

A

A Grant of a Remainder and a Reuersion of Lands to the Queenes Maiesty, for the preseruation thereof by deed inrolled, reuocable by tender of money, &c,

TO all faithfull people to whom &c. I. C. of L. in the C. of Yorke Clothier, sendeth greeting in our Lord God euerlasting. Whereas one I. C. my father late of L. aforesaid, in the said C. of Yorke deceased, was lawfully seised in his demeane as of fee, of, and in certaine closes and parcels of land, medow, and pasture, lying and being on the North side of one water or riuer called L. in N. within the Parish of H. in the County of Yorke. And the said I. C. being of the lands, tenements, and premisses so seised, did by his deed indented, bearing date, &c. giue, grant, and confirme the said premisses to E. C. his son and naturall brother vnto me the said I. C. by the name of E. C. his younger son. To haue and to hold all and singular the premisses with their appurtenances, to the said E. C. and to the heires males of his body lawfully begotten. And if it should happen the said E. C. to dye without issue male of his body lawfully begotten: that then all the aforesaid lands and tenements with the appurtenances, should remaine to me the said I. C. elder brother of the said E. C. and to the heires males of my body lawfully begotten. And if it should happen me the said I. C. to dye without heire male of my body lawfully begotten: then the aforesaid lands and tenements with their appurtenances to remaine to the heires males of him the said I. C. the giuer lawfully begotten: And if it should happen him the said I. C. to dye without such issue male of his body lawfully begotten: that then all the said lands and tenements with the appurtenances should remaine to the heires of the body of the said E. C. lawfully begotten. And for default of such issue: that then all the foresaid lands and tenements with the appurtenances should wholly reuert to the right heires of him the said I. C. the giuer, wheresoeuer they can bee found for euer, as by the said deed indented more plainly appeareth. The remainder of which said lands and tenements with the appurtenances by vertue of the said deed, together with the reuersion thereof, are expectant vnto mee the said I. C. being sonne and heire vnto the said I. C. the giuer, and elder brother vnto the said E. C. Know yee therefore mee the said I. C. for diuers good causes and considerations mee especially mouing, to haue giuen, granted, and confirmed, and by these presents doe giue, grant, and confirme to our Soueraigne Lady Elizabeth, by the Grace of God, Queene, etc. all my reuersion and remainder of the said lands, etc. and all my right, title, interest, estate, vse, possession, and demand which I now haue, or at any time hereafter shall haue, or ought to haue,

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haue, of, and in the ſame. To haue and to hold the ſaid reuerſion and remainder whenſoeuer the ſame ſhall happen, and all other my right, intereſt, eſtate, vſe, poſſeſſion, and demand, which I now haue, or any time hereafter ſhall or ought to haue, of, and in the premiſſes, vnto our ſaid Soueraigne Lady Quéene Eliz. and her ſucceſſors for euer, vpon this condition following: that is to ſay, if I the ſaid I. C. mine heires or aſſignes, or any of vs, do at any time hereafter, offer or render to pay vnto the Barons of her Maieſties Court of Exchequ. or to any one of them ſitting in the open Court there, for, and to her Maieſties vſe, or to the vſe of her ſucceſſors, the ſumme of xl. s. of good and lawfull money of England: That then immediatly and at all times after ſuch tender and offer of payment to be made of the ſaid ſumme of xl. s. to her Maieſties vſe, or to the vſe of her ſucceſſors, as aforeſaid: This preſent grant, and the knowledging and inrolling thereof, and euery thing and things therein contained, to be vtterly void, fruſtrate, and of none effect. And ſuch reuerſion, remainder, vſe, poſſeſſion, and eſtate which I now haue in the premiſſes, or at any time hereafter ought to haue (if this preſent grant were not made) by any poſſibility, immediatly after ſuch tender and offer of payment made (as aforeſaid) ſhall bee and remaine to me and my heires for euer, and ſo to be adiudged and taken for euer, in ſuch manner and forme, as though this preſent grant had neuer béene had, made, knowledged, nor inrolled: This preſent writing, nor the knowledging or inrolment thereof, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding. In witneſſe whereof vnto this my preſent writing I haue ſet my hand and ſeale. Giuen the xij. day of M. in the yéere of the reigne of our ſaid Soueraigne Lady Elizabeth by the grace of God, of England &c.

A ſale of a Reuerſion.

Sect. 297. OMnibus &c. I.H. ſalutem in domino ſempitern'. Cum C. M. vidua quæ fuit vxor I. M. iuxta voluntat' eiuſdem I. M. habeat & teneat ad termin' vitæ eiuſdem C. ex dimiſſione, traditione, & chartæ indentatæ confirmatione mei dicti I.H. ac I.B. iam defunct', omnes illas terras, &c. quæ ego dictus I.H & prædictus I.B. quondam coniunctim habuimus nobis hæred' & aſſignat' noſtris imperpetuum, ex dono & feoffamento dict' I.M. in villa & campis &c. & reuerſione omnium prædictorum terrarum, tenementor', & reddit', poſt mortem dicti C. mihi præfat' I. H. & hæredibus & aſſignatis meis de iure ſpectant'. Noueritis me præf. I. H. dimiſiſſe, tradidiſſe, liberaſſe, & hoc preſenti ſcripto meo confirmaſſe N. S. de N. dict' reuerſionem omnium præd' &c. cum omnibus ſuis pertinentiis, ſtatim cum acciderit poſt mortem dicti C. Ita quod omnia præd' terræ &c.

Habend'

Habend' & tenend' dict' reuerſionem cum omnibus & ſingulis ſuis præmiſſis cum pertinentiis poſt mortem dict' C.hæred', & aſſignat' ſuis imperpet' de capitalibus dominis &c. In cuius &c.

A grant of an Annuity.

OMnibus &c. T.G. in com̃ N. ſalutem in &c. Sciatis me p̃fat' T.G. tam pro & in conſideratione boni conſilii mihi p̃ quendam T. M. de P. in Com̃ p̃dict, gen', ante hæc impenſi, & impoſterum impendend', quam pro diuerſis aliis cauſis & conſiderationibus me in hoc ſpecialiter mouent', dediſſe, conceſſiſſe, & hoc preſenti ſcripto meo confirmaſſe p̃f. N. & aſſignatis ſuis, quandam annuitat' ſiue annual' reddit' &c. exeunt' & annuatim p̃cipiend' de manerio meo de C. in præd' com̃ N. Ac de omnibus meſuag', terr', tenem̃t', & hæreditament' meis quibuſcunq̃ cum ſuis p̃tinentiis vniuerſis de C. præd'. Habend', gaudend', leuand', & percipiend' dict' annuitatem ſiue annual' reddit' &c. de p̃d' manet' de C. præd', præf. T. N. & aſſign' ſuis pro termino vitæ natural' eiuſd' T.N. p̃ manus firmariorũ, tenentium, recept', balliuor', ſeu alior' officiarior', occupator' p̃miſſ. aut alicuius inde p̃cell', ad feſta &c. æquis porcionibus annuatim ſoluend'. Et ſi contingat &c. ſi licito modo petatur &c. plenarie ſolut' fuerit, De qua quidem annuitate ſiue annual' reddit' &c. ego p̃f. T.G. poſui p̃fat' T.N. in plenam & pacificam poſſeſſion' & ſeiſin', & p̃ ſolution' ſibi in die confect' p̃ſentiũ iiij. d. nomine ſeiſin' ejuſdem. Et vlter' ego p̃fat' T.G. volo & concedo p̃ præſentes, q̃ hoc præſens ſcript' meum, vna cum acquietanc' p̃fat' T.N. ſit ſufficiens warrant' cuicunq̃ firmar', tenent', recept', balliuor', ſeu alior' officiar', ſiue occupatorum p̃miſſ. aut alicuius inde p̃cell' ad onerand' eos, & quemlibet eor', de, pro, & concern' ſolutionem annuitat' ſiue annual' reddit' &c. ac arrerag' eiuſd'. Quodq̃ illi præd' firmar', tenentes, recept', occupator', balliui, ſeu Eſchaet', & alii officiarii p̃miſſor', aut alicuius inde p̃cell', ac hæred'; executor', & adminiſtratores ſui, qui p̃d' annuitat' ſiue annual' reddit', aut arerag' eiuſd' p̃f. T.N. aut ſuo cert' attorn' ſoluere contigerint, ſup̃ monſtrac' acquietanc' p̃d' T.N. proinde fiend' exonerabuntur verſus me p̃f. T.G. & hæred' & aſſign' meos, de tanto reddit' præmiſſor', aut alicuius inde p̃cell' quant' ipſi p̃f. T. N. aut ſuo cert' attorn', de præd' annual' reddit' &c. aut de arrerag' inde ſoluent, aut ſoluere contigerint &c. In cuius rei teſtimon' &c, Sect. 298.

A grant of an Annuity to a Chirurgion.

SCiatis nos dediſſe, conceſſiſſe, & hoc p̃ſenti ſcript' noſtr' confirmaſſe pro nobis & hæred' noſtris, dilect' & fideli ſeruienti n̄ro D. B. Chirurgo, pro bono ſeruitio, conſilio, & neceſſario auxilio ſuo nobis & omnibus filiis & filiabus inter nos legit' procreat' in n̄ra neceſſitate & corporis ægritudin' impenſo & impoſter' impẽdend', quandã annuitat' &c. Sect. 299.

A Grant of part of an Annuitie.

Sect. 300. VNto all Christian people to whom this præsent writing shall come, F. R. of etc. and D. R. of etc. widdow, sendeth greeting, Where the said F. R. doth yærely pay to the said D. during her life, an Annuity or yærely rent of &c. for, and in consideration of her Dower of the lands of I R her late husband deceased. And where also the said D. of her frée will and benevolence is minded to giue vnto W. P. her brother, one annuity or yærely rent of v. marks, parcell of the said annuity or yærely rent of, &c. towards his præferment and maintenance of liuing, to bee had and receiued at the hands of the said F. R. his heires or assignes, who is very well contented and pleased to pay the same accordingly. Therefore know you me the said D. R. to haue giuen and granted, and by these præsents do giue and grant to the said W. P. my brother, the said annuity or yærely rent of 5. marks, parcell of the said yærely rent of &c. to be payed yærely by the said F. R. his heires or assignes, at the feast of S. Martin the Bishop in Winter, and Pentecost, by euen portions. To haue and perceiue the said annuity or yærely sum of &c. to the said W. P. and his assignes, from &c. during the naturall life of me the said D. if the marriage which God willing shall be had and solemnized betwéene W. T. of &c. Gentleman, and me the said D. shall so long indure and continue. And the said F. R. doth grant by these præsents, for him and his heires, that if it fortune the said annuity or yærely rent of &c. or any part or parcell thereof to bee behind vnpaid by the space of xx. dayes, next after any of the said feasts or dayes whereat the same ought to be paid: That then it shall bée lawfull, for, and to the said W. P. and his assignes, into all that his Manor of D. with the appurtenances in the said County of D. and into all and singular his lands tenements, and hereditaments in D. aforesaid, to enter and distraine, and the distresse there so taken, to lead, driue, chase, and carry away, and the same to impound, detaine, and kæpe, vntill such time as he or they of the said annuall or yærely rent of &c. with the arrerages thereof, if any such be, be fully satisfied, contented, and payed, In witnesse whereof as well the said F. R. as the said D. to this præsent writing haue put their seales, the xx. day of, etc.

A Grant of an Annuitie.

Sect. 301. OMnibus &c. Noueritis me ꝑf. I. dediſſe, conceſſiſſe, & hoc ꝑſenti ſcripto meo confirmaſſe C. T. de D. vnum annual' reddit̃, ſiue annuitat̃ xl. ſ̃ exeunt̃ de quodam tenem̃to ſiue hoſpicio in &c. Habend', tenend', & percipiend' prædictum annual' reddit̃, ſiue annuitatem xl. ſ̃. de præd' tenemento ſiue hoſpicio cum ſuis pertinentiis præf. C. hæredibus & aſſignatis ſuis imperpetuum, ad feſtum Annunciationis beatæ Mariæ virginis, & ſan-

&i

ti Michaelis Archangeli, per æquales porciones annuatim ſoluend'. Et ſi contingat prædict' annualem redditum ſiue annuitatem xl.s̃. ad aliquod feſtum ſolutionis, quo ſolui debet, in parte vel in toto aretro eſſe non ſolutum quod extunc bene liceat prædict' C. hæredibus & aſſignat̃ ſuis in dictum tenementum ſiue hoſpicium intrar̃, & diſtringere, & diſtrictiones ibidem inuentas ſeu captas aſportar̃, abducere, fugare, & penes ſe retinere, quouſq; de præd' annuali redditu ſiue annuitate, vna cum omnibus inde arreragiis, ſi quæ fuerint, ſibi plenarie fuerit ſatisfact' & ꝑſolutum: de quo quidem annuali redditu ſiue annuitate, poſui ꝑdict' R. in plenam poſſeſſionem & ſeiſinam, per ſolutionem ſex denariorum, &c. In cuius rei, &c.

A Grant of a Reuerſion.

OMnibus Chriſti fidelibus, ad quos præſens ſcriptum peruenerit, W. H. &c. Cum C. H. pater meus habeat & teneat pro termino vitæ ſuæ quoddam tenem̃tum cum ſuis ꝑtinentiis in W. &c. vocatum H. reuerſion' inde poſt ſuum deceſſum mihi & hæredibus meis ſpectant̃: Noueritis me ꝑf. W. dediſſe, & hoc ꝑſenti ſcripto meo confirmaſſe T. B. reuerſionem dicti tenem̃ti cum ſuis ꝑtinentiis cum accederit poſt deceſſum ꝑdict' R. patris mei Habend' & tenend' ꝑdict' reuerſionem cum ſuis pertinentiis cum acciderit, ꝑf. T. B. heredibus & aſſignatis ſuis imperpetuum, de capitalibus &c. In cuius rei, &c. Dat̃ &c. Sect. 302.

A grant of an Annuity, with a paine for not paying the ſame.

OMnibus Chriſti fidelibus, &c. E. K. gen', conſanguineus & hæres H. R. ſalutem. Sciatis me præfat̃ E. dediſſe, conceſſiſſe, & hoc præſenti ſcripto meo confirmaſſe M. B. & I. vxori eius, ac nuper vxori prædict' H. quandam annuitatem ſiue annual' redditum xxvj. s̃. &c. in plenam ſatisfactionem & contentationem totius dotis ſiue iuncturæ ſpectantis dictæ I. poſt mortem prædict' H. de, ſiue in omnibus terris & tenementis prædict' vocat̃, &c. Habendum & percipiendum prædictam annuitatem ſiue annual' redditum præfat̃ M. B. & I. vxor̃ eius, pro termino vitæ ipſorum M. & I. ac alterius eorum diutius viuent̃. Et ſi contingat, &c. *vt in aliis diſtrictionibus.* Et vlterius ſciatis me præfat̃ E. conceſſiſſe, & hoc preſenti ſcripto meo confirmaſſe præfat̃ M. & I. vxori eius, quod quotieſcunque contigerit dict' annuitatem ſiue annual' reddit̃ arretro fore non ſolut̃ in parte vel in toto poſt aliquod feſtum feſtorum prædictorum quo ſolui debeat, per ſpacium ſex ſeptimanarum, tunc ego prædict' E. & hæredes mei forisfaciemus decem ſolid' nomine penæ præfat̃ M. & I. vxori eius, quos tunc bene licebit retinere quouſque tam de præd' annuitate ſiue Sect. 303.

annuali reddit̃u xx. s. quam pro præd' x. s. nomine penæ sic forisfact', vna cum arreragiis, mi̇sis, & expensis, ea occasione habit̃, plenarie fuerit satisfact', & solut̃. In cuius rei testimonium, &c.

A Grant of a Rent charge with a nomine penæ *determinable by payment of money. And a couenant to leuy a fine for the assurance thereof, and that for want of payment the grantor may enter.*

Sect. 304. THis Indenture made &c. Betweene G. A. on the one party, and F. R. on the other party, Witnesseth, That the said G. A. for and in consideration of the sum of &c to him by the said F. R. well and truly contented and payed before the insealing and deliuery hereof: of which said sum the said G. A. doth acknowledge himselfe fully satisfied and paid, and thereof doth acquite the said F. R. by these presents, hath giuen and granted, and by this Indenture doth for him and his heires clerely giue and grant vnto the said F. R. and his heires, the yerely rent or sum, &c. issuing and going forth of all that capitall mesuage or tenement with the appurtenances in R. aforesaid, in the said County of D. commonly called & knowne by the name of G. hall, and out of all those lands and hereditaments in R. aforesaid, knowne, reputed, or taken as part or parcell of the said tenement, or so demised or occupied, to or with the same, and issuing and going forth of all that mesuage or tenement &c. And forth of all other his lands, tenements, and hereditaments in R aforesaid, in the said county of D. To haue, hold, perceiue, and enioy the said annuall rent or sum of etc. vnto the said F. R. his heires and assignes, to the onely and proper vse and behoofe of the said F. R his heires and assignes for euer, payable yerely at the now mansion house of the said F. R. at S. within the County of D. at the feast of &c. by euen portions. The first payment thereof to begin at the feast of &c. which shall be in the yere of our Lord God, etc.

And the said G. A. doth couenant, &c. that if it shall fortune the said annuall rent or sum, &c. or any part or parcell thereof to bee arrere and vnpayed by the space of xx. dayes next after any of the said Feasts or dayes whereat the same ought to be payed: That then and from thencefoorth it shall be lawfull, for and to the said F. R. his heires and assignes into the said mesuages, lands, and premisses, and euery part and parcell thereof to enter and distraine, and the distresses then and there found, to lead, driue, chace, and carry away, and the same to detaine and keepe, vntill such time and times, as he or they be fully satisfied, contented, and payed the said annuall or yerely rent of &c. with the arrerages thereof, if any such be. And the said G. doth also couenant, &c. to and with &c. That if it shall happen the said annuall rent, &c. or any part or parcell thereof

to

to bee arrere and vnpayed by the space of xxx. dayes next after any of the said feasts or dayes whereat the same annuall rent ought to bee payed: That then and from thencefoorth the said G. A. his heires and assignes shall forfeit and lose to the said F. R. his heires and assignes, the summe of x. pounds of lawfull English money nomine pœnæ for euery such default. And the said G. A. doth likewise couenant and grant for him, his heires and assignes, to and with the said F. R. his heires and assignes by this Indenture: That if it shall fortune the said annuall rent or summe, etc. or any part or parcell thereof, or the said summes of etc. to be forfeited nomine pœnæ, if any such shall bee, or any of them to bee arrere and vnpayed by the space of forty dayes next after any of the said Feasts, whereat the same annuall rent ought to be payed: Or if it shall fortune that no sufficient distresse or distresses can be had or taken in, or vpon the premisses, according to the true intent and meaning of these present Indentures: Or if it shall happen any rescous or poundbreach to be made, or any repleuin or repleuins to be sued or obtained, of, or for, or by reason of any distresse or distresses to be taken by vertue of these presents, as is aforesaid: That then and from thencefoorth it shall and may bee lawfull, for, and to the said F. R. his heires and assignes, into the said Messuages, Lands, and Premisses, out of which the said annuall rent is granted, to enter, and the same, and euery part thereof to vse, haue, and enioy to his and their owne vse and vses, and the rents, issues, and profits thereof comming and arising, to receiue, and take, and the same to detaine and kæpe to his and their owne vse, without any accompt making thereof to the said G. A. his Heires or Assignes, and to vse and occupy the said Lands and Premisses to his and their owne vse, vntill such time as the said annuall rent or summe of etc. and euery part and parcell thereof, and the arrerages of the same, together with the said summe or summes to bee forfeited nomine pœnæ (if any such bee) bee vnto the said R. R. his Heires and Assignes, fully from time to time payed by the said G. A his Heires or Assignes, or some of them: Of which said summe of, etc. the said G. A. hath put the said F. R. in full possession and seisin, by the payment and deliuery of twelue pence of lawfull English money, being parcell of the said rent, vnto the said F. R. at the insealing and deliuery hereof. And the said G. A. doth further couenant for him, his Heires, etc. to and with the said F. R. his Heires, etc. that hee the said G. A. shall well and truly pay, or cause to bee payed vnto the said F. R. his Heires and Assignes yærely, the said annuall rent of forty pounds, and euery part and parcell thereof, in, or vpon euery of the said feast dayes before mentioned, or within twenty dayes next after euery of the said Feast dayes, at, or in the said now

dwelling or mansion house of the said F. R. at S. aforesaid, within the said County of D. And the said G. A. doth further couenant, for him, his Heires and Assignes, to, and with the said F. R. his Heires, Executors, and Assignes, by these presents, that he the said G. A. is the day of the date hereof lawfully seised of a good and perfect estate of Inheritance in fee simple, of, and in the said Messuages, Lands and Premisses, and euery part and parcell thereof. And that the said Messuages, Lands, and Premisses, out of which the said rent of forty pounds is granted, and euery part or parcell thereof, at the day of the date hereof, or at, or before the said Feast of, etc. which shall bee in the yeere of our Lord God, etc. shall bee, and from thenceforth so remaine and continue free, exonerated, and clerely discharged, or otherwise saued harmeles by the said G. A. or his Heires, Executors, or Assignes, of, and from all former bargaines, leases, titles, charges, and incumbrances whatsoeuer: One Annuitie or rent charge of, etc. by yeere, yerely going forth of certaine of the said Lands and Premisses called G. to R. S. and his Heires, And one other Annuitie or rent charge of, etc. by yeere, yerely going forth of the said Lands and Premisses, to the said R. S. his Executors or Assignes, from the third day of October next insuing the date hereof, for, and during the terme and space of, etc. then next and immediately following, fully to bee complete and ended: And Leases for yeeres heretofore made, not exceeding the number of ten yeeres from the date hereof, whereupon the accustomed yerely rents or more are reserued: And the title of Dower of E. now wife of the said G. and the rents and seruices hereafter to bee due to the chiefe Lord or Lords of the fee or fees thereof onely excepted and forepriſed. And the said G. A. doth further couenant, etc. that the said Lands and Premisses before mentioned, out of which the said rent is granted, are of the cleere yerely value of xl. pounds, ouer and aboue all charges, annuities, and repriſes. And the said G. A. doth also couenant, etc. that hee the said G. A. shall and will before the Feast of Easter next insuing the date hereof, at the costs and charges of the said G. A. leuy a fine in due forme of law to N. C. and R. C. and to the Heires of one of them, of all and singular the said Messuages, Lands, and Premisses, and of euery part and parcell thereof, by the name and names of foure Messuages, etc. or by such or the like name or names in effect and meaning: by which said fine the said G. A. shall recognise the said Tenements with the appurtenances to bee the right of the said N. as those which the said N. and R. haue of the gift of the said G and the same shall remise and quite claime from him the said G. and his heires, to the said N. and R. and the Heires of the said N. for euer more. And further the said G. shall by the same

fine

fine grant for him and his heires, that they ſhall warrant to the ſaid N. and R. and the Heires of the ſaid N. the Tenements aforeſaid with the appurtenances, againſt all men for euermore: Which ſaid fine ſo to bee leuied and perfected of the ſaid Lands and Premiſſes, by the name and names aforeſaid, or by any other name or names whatſoeuer is meant and intended. And the ſaid parties doe accordingly conclude and agree for them and their heires, that the ſaid fine, and all and euery other fine and fines, recouery and conueyance hereafter to be had, made, or executed, by, or betweene the ſaid parties, or betweene the ſaid G. A. and any other perſon or perſons by the appointment or nomination of the ſaid F. R. his Heires or Aſſignes of the ſaid Lands and Premiſſes, or of any part thereof, ſhall be to the vſes, behoſes, intents, and purpoſes, hereafter in this Indenture mentioned and expreſſed, and to and for none other vſe, intent, or purpoſe. And it is further concluded and agreed, by and betweene the ſaid parties to this Indenture, for them and their Heires, and either of the ſaid parties doth ſeuerally couenant and conclude, to and with other their Heires and Aſſignes, that the ſaid N. C. and R. C. and their Heires, and all and euery other perſon or perſons, and their Heires, that now be, or then ſhall ſtand or be ſeiſed of the ſaid Lands and Premiſſes, or of any part or parcell thereof, ſhall, from, and immediately after the ſaid fine bee perfected, ſtand, and bee ſeiſed of the ſaid Lands and Premiſſes, to theſe intents and purpoſes following: that is to wit, That if the ſaid annuall rent or ſumme of forty pounds, or any part or parcell thereof, or the ſaid ſumme or ſummes of ten pounds to bee forfeited nomine penæ, or any of them, at any time or times hereafter ſhall fortune to be arrere and vnpayed by the ſpace of forty dayes, next after any of the ſaid Feaſts, whereat the ſaid annuall rent ought to bee payed at the place before mentioned: Or if no ſufficient diſtreſſe can bee found, as aforeſaid, or any reſcous, poundbreach, or repleuin ſhall happen to bee had or made, as is aforeſaid: That then and from thenceforth, and at all and euery time and times, and from time to time it ſhall and may bee lawfull to the ſaid F. R. his Heires and Aſſignes into the ſaid Meſſuages, Lands, and Premiſſes, out of which the ſaid rent is granted, and euery part and parcell thereof to enter, and the ſame and euery part thereof to haue and enioy, and the rents, iſſues, and profits thereof comming and ariſing, to receiue and take, and the ſame to detaine and keepe to his or their owne vſe, without any accompt making thereof to the ſaid G. A. his Heires or Aſſignes, and to vſe and occupy the ſaid Lands and Premiſſes, to his or their owne vſe and benefit, vntill ſuch time and times as the ſaid annuall rent of forty pounds, and the arrerages thereof, together with the ſaid ſumme or ſummes to bee

forfeited nomine pœnæ if any such be vnto the said F. R. his heires or assignes, shalbe fully from time to time payed by the said G. A. his heires or assignes, or some of them, according to the true meaning of these presents, and that after payment of the said annuall rent of xl. li. and of the said summe or summes to be forfeited nomine pœnæ, if any such shall be, and of euery part and parcell of the said rent and penalty, when and as often as they, or any of them shall fortune to bee behind, in forme aforesaid, had and made vnto the said F. R. his heires and assignes, with the arrerages thereof (if any such be) The said fine, and all and euery other assurance to bee had or made of the said Lands and Premisses, or of any part thereof, by the appointment and nomination of the said F. R. shall bee deemed and taken to bee to the vse and behoofe of the said G. A. his Heires and Assignes for euer, with this condition, limitation, and purpose, That it shall and may alwayes bee lawfull to the said F. R. his Heires and Assignes, to enter into the said Lands and Premisses, out of which the said rent is granted for default of payment of the said annuall rent by the space of xl. dayes, at all and euery such time and times as the same shall bee arrere, and to take and receiue the issues and profits, vse, and occupation of the said Lands and Premisses, vntill hee or they be payed the same annuall rent with the arrerages thereof, and the said summe or summes to be forfeited nomine pœnæ, if any be, and euery part thereof from time to time according to the meaning of this Indenture. And the said G. A. doth furthermore couenant, etc. that hee the said G. A. and his heires shall and will from time to time at all times hereafter, when and as often as he or they, or any of them shall bee thereunto reasonably required by the said F. R. his Heires or Assignes within the time and space of v. yeeres next insuing the date hereof, doe, execute, acknowledge and make, or cause and suffer to be done, executed, acknowledged and made, all and euery such further Act and Acts, thing and things of assurance, deuices and assurances whatsoeuer, as shall bee reasonably deuised or aduised by the said F. R. his Heires or Assignes, or by his or their counsell for the further and better assurance, surety, and sure making of the said annuall rent of, etc. vnto the said F. R. his Heires or Assignes, according to the effect and true meaning of these presents: At the costs and charges in the law of the said G. A. So that the said G. bee not compelled to trauell aboue xx. miles from the place where hee now dwelleth for the making or doing of any such further assurances. Prouided alwayes, and it is concluded and agreed by and betweene the said parties to this Indenture, for them, their heires and assignes: That if the said G. A. his etc. or any of them doe well and truly content and pay, or cause, etc. vnto the said F. R. his etc. the summe of etc. in or vpon the

feast

feast day of etc. which shall be Anno Domini, etc. at or in the now mansion house of the said F. R. at S. aforesaid, betweene the houres of, etc. That then and from thencefoorth this present grant, and all and euery clause and article herein contained, and all bands for further assurance and inioying of the said annuall rent, to be vtterly void and of none effect: the said fine or other conueyance to be made of the premisses, by the appointment of the said F. R. notwithstanding. Prouided also, that if the said G. A. his etc. doe make default in payment of the said summe of etc. vpon the said feast day of &c. which shall be in the said yeere of our Lord God, &c. at the place aforesaid, wherby the said annuall rent of &c. by the true meaning of this Indenture, is to continue to the said F. R. and his heires: yet neuertheless the said F. R. is contented, and accordingly doth couenant and conclude for him, etc. That if the said G. A. at any time during his naturall life, and during the life of the said F. R. together shall be minded that the said yerely rent or summe of, &c. shall cease and haue no further being or continuance, and thereupon the said G. A. during the life of him and of the said F. R. doe by his writing vnder his hand and seale, sealed in the presence of three or moe substantiall and credible witnesses vpon either of the said feast dayes giue notice or warning vnto the said F. R. at his now mansion house at S. aforesaid: That bee the said G. is minded that the said yerely rent or summe of xl. li. shall cease and haue no further being or conueyance: And also doe well and truly pay or cause to be payed vnto the said F. R. or his assignes the summe of 400. li. of lawfull English money, at, or in the said now dwelling house of the said F. R. at S. vpon the feast day or day of payment next after such warning or notice giuen, with the halfe yeeres rent that shall be due vpon the same feast day: That then and from thencefoorth after such payment of the said summe of, etc. had and made in manner and forme aboue said, and vpon the payment of the said halfe yeeres rent, which shal be due at the end of the said halfe yeere, the said yerely rent of xl. li. to cease and be determined: And the said clause of distresse, and all and euery other article, thing, couenant and grant herein mentioned for giuing any benefit to the said F. R. his heires or assignes: And the said bonds for further assurance or conueyance of the said annuall rent of, &c. to bee vtterly void and of none effect: any thing in these presents before mentioned to the contrary, &c. And lastly it is agreed betweene the said parties for them and their heires, and either of the same parties doth seuerally conclude and couenant, to and with the other party & their heires, that the said fine before mentioned, and al and euery other fine and fines, Act and Acts, thing and things, conueyance and assurance hereafter to bee had, made, or assured, by, or against the said G. A. of the said lands and

premisses,

premisses, or of any part thereof, shall be to the vse, intent and true meaning of these presents, and vpon condition and conditions herein mentioned, and to none other vse, intent, or purpose. In witnesse whereof the parties aboue named to these present Indentures interchangeably haue put their hands and seales the day and yeere aboue written.

A Grant of a rent charge.

Sect. 305. THis Indenture made betweene I. R. etc. on the one party, and R. W. of etc. on the other party, witnesseth, that where I. L. of etc. by his deed indented dated the 11. day of N. in the yeere of the raigne of, etc. made betweene the said I. L. on the one party, and F. R. deceased of F. one of her Maiesties Serieants at the law, late father of the said I. R. on the other party, for, and in consideration, etc. hath giuen and granted vnto the said F. R. and his heires, one yeerely rent of, etc. issuing and going forth of the manors of L. and H. with the appurtenances in the Countie of D. and forth of all, etc. To haue &c. the said annuall rent of &c. vnto the said F. R. his heires and assignes forever, payable yeerely at or in the house of the said F. R. in W. in the said County of D. in, or vpon the feast day of etc. and in or vpon the feast day of &c. by equall portions, or within ten dayes nert after either of the said feast dayes, The first payment thereof to begin at the feast of etc. then nert insuing the date of the said deed. And whereas the said I. L. hath by his said deed couenanted and granted for him, his Heires, Executors, and Administrators, to and with the said R. F. his Heires, etc. That if it shall fortune the said annuall rent of etc. or any part or parcell thereof to be arrere and vnpayed by the space of twenty dayes, nert after any of the said Feasts before mentioned: That then and from thencefoorth it should and might bee lawfull, to, and for the said F. R. his Heires, Executors, and Assignes, into the said Manors, Lands, and Premisses with the appurtenances, or any part or parcell thereof, to enter and distraine, and the distresse then and there found, to lead, driue, chase, and carry away, and the same to detaine and keepe, vntill such time and times as hee or they should bee fully satisfied, contented, and payed the said annuall rent, with the arrerages thereof, if any such should bee. And whereas the said I. L. by his said deed hath likewise couenanted and granted for him, his Heires, Executors, and Administrators, to, and with the said F. R. his Heires, Executors, Administrators, and Assignes, that if it happen the said annuall rent of one hundred pounds, or any part or parcell thereof to bee arreare and vnpayed by the space of thirty dayes, nert after the Feast dayes in the said deed mentioned: That then and from thencefoorth the

said

ſaid I. L. his Heires and Aſſignes ſhould forfeit and loſe vnto the ſaid F. R. his Heires and Aſſignes the ſumme of twenty pounds of lawfull Engliſh money, nomine pœnæ, for euery ſuch default. And whereas the ſaid I. L. by his ſaid déed hath alſo couenanted for him, his Heires, etc. to and with F. R. his Heires and Aſſignes, that if it ſhould fortune the ſaid annuall rent of one hundred pounds, or any part or parcell thereof, or the ſaid ſumme or ſummes of, etc. forfeited nomine pœnæ, if any ſuch ſhould bee, or any of them to bée arrere and vnpayed, at the place aforeſaid, by the ſpace of, etc. next after any of the ſaid Feaſt dayes in the ſaid déed mentioned: That then and from thenceforth it ſhould and might bée lawfull, to and for the ſaid F. R. his Heires and Aſſignes, without any demand making of the ſaid rent, into the ſaid Manors, Lands, and Premiſſes with the appurtenances, and into all and euery part thereof to enter, and the ſame and euery part thereof, to vſe, haue, and enioy to him, his Heires and Aſſignes, to his and their owne vſe, vntill ſuch time as the ſaid annuall rent or ſumme of ten pounds, and euery part and parcell thereof, and all ſuch arrerages of the ſame annuall rent as ſhall grow due vnto the ſaid F. R. his Heires and Aſſignes, during ſuch time as he, or they ſhall haue the ſaid Manors and Premiſſes, or any part thereof, in his or their poſſeſſion, for want of payment of the ſaid rent, together with the ſumme or ſummes to be forfeited nomine pœnæ, if any ſuch ſhould be, vnto the ſaid F. R his heires and aſſignes fully from time to time payed by the ſaid I L. his heires or aſſignes, or ſome of them, of which ſaid rent of etc. the ſaid I. L. did put the ſaid F. R. in full poſſeſſion and ſeiſin by the payment and deliuery of xij d. of lawfull Engliſh money, being parcell of the ſaid rent, vnto the ſaid F. R. at the inſealing and deliuerie of the ſaid déed. And whereas the ſaid I L. by his ſaid déed hath further couenanted for him, his Heires, Executors, and Adminiſtrators, with the ſaid F. R. his Heires and Aſſignes, that he the ſaid I. L. the day of the date of his ſaid déed, was lawfully ſeiſed of a good and perfect eſtate of Inheritance of fée ſimple, or fée tayle, without reuerſion or remainder being in the Quéenes Maieſty, of, and in the ſaid Manors, Lands, and Premiſſes, out of which the ſaid rent is granted, and of euery part and parcell thereof, diſcharged of all incumbrances whatſoeuer, one Leaſe etc. excepted and forepriſed. And whereas the ſaid etc. that the ſaid Manors, Lands, and Premiſſes, out of which the ſaid annuall rent of one hundred pounds is granted, were and ſhould continue ſubiect and liable to the diſtreſſe and entry of the ſaid F. R his Heires and Aſſignes, from time to time of the clére and accuſtomed yeerely value of Crrr. li. ouer and aboue all charges, deductions, and repriſes. And whereas, etc. that hee the ſaid I. L. at his proper coſts and charges, before the

feaſt

feast of Pentecost next insuing the date of his said deed should and would leuy a fine in due forme of Law vnto W. L. and I. D. of all and singular the Manors, Lands, and Premisses, in the said deed mentioned, and of euery part and parcell thereof, and of all other the Lands and Hereditaments of the said I. L. within the Realme of England, by the name and names of the Manors of P. and H. with the appurtenances, and of rrr. messuages, etc. with the appurtenances in H. L. P. H. B. C. C. alias S. H. C. B. in B. S. alias S. H. and S. alias S. by which said fine the said I. S. should recognize, etc. which said fine or any other fine to bee leuied by the said I. of the said Manors, Lands, and Premisses, by the name and names aforesaid, or by any other name or names whatsoeuer, should be to the intent that the same W. L. etc. and the suruiuor of them, should stand and bee iudged perfect tenants or tenant of the freehold of the said Manors, Lands, and Premisses, vntill such time as a perfect recouery might bee had and lawfully executed of the said Premisses against the said W. L. and I. D. or the suruiuor of either of them by T. F. of H. & W. S. or by either of them, and after to the vse, intents and purpose in the said deed mentioned and expressed. And whereas, etc. that the said T. F. and W. S. should before the Feasts of P. then next ensuing the date of the said deed, commence and prosecute at the costs and charges of the said I. one writ of Entre sur disseisin in le post, against the said W. L. and I. D. or against the Suruiuor of them, whereby they should demand against them, or against the one of them the said Manors, Lands, and Premisses, and euery part and parcell thereof by the name and names before mentioned, or by any other name or names whatsoeuer, vnto which writ the said W. L. and I. D. or the Suruiuor of them should appeare in proper person, or by his or their atturney or atturneyes lawfully and sufficiently authorized, and should vouch to warranty him the said I. L. And that he the said I. L. should appeare vpon the same voucher in his proper person or by his atturney or atturneyes lawfully authorized, and should vouch to warranty the common vouchee: And the same common vouchee should appeare in his owne person vpon the same voucher, and should imparle, and afterwards should make default, whereby a perfect iudgement might bee had and giuen for the said T. F. and W. S. against the said W. L. and I. D. for recouery of the Manors and Premisses, and likewise for the said W. L. and I. D. to recouer in value against the said I. L. after the manner and course of the common recoueries in such case vsed, which said recouerie so to bee suffered and perfected by any name or names whatsoeuer was meant and intended, and the said parties to the said deed accordingly concluded and agreed for them and their heires, that the same

ſame recouery, boucher, iudgements, and recouery in value, and all and euery other matter and thing thereupon depending or following ſhould be to the intent, vſe, and purpoſes in the ſaid deed mentioned and expreſſed. And after the vſes, intents, and purpoſes mentioned and expreſſed in the ſaid deed obſerued, and fully from time to time perfourmed, according to the true meaning thereof, ſhould bee deemed and taken to the vſes, intents, and purpoſes mentioned and expreſſed in one other Indenture bearing date of the firſt recited deed, and ſealed and deliuered after the ſame, made betweene the ſaid I. L. on the one party, and H. B. of R. in the ſaid County of D. Gentleman, and W. W. of W. in the County of Y. Gent. on the other party. And whereas by the firſt recited originall deed it was further concluded and agreed by and betweene the ſaid parties to the ſaid deed, for them and their heires, and either of the ſaid parties ſeuerally couenanted and concluded, to and with the other their heires and aſſignes, that they the ſaid recouerers and their heires, and the ſaid recouerées and their heires, and all and euery other perſon and perſons, and his and their heires, that then were, or within one yeare then next following ſhould ſtand and be ſeiſed of the premiſſes or any part thereof, ſhould, from and immediatly after the ſaid recouery executed and perfected, and from and after the ſaid fine leuied, ſtand and be ſeiſed of all and ſingular the ſaid manors and premiſſes, except in the ſaid firſt originall deed excepted, and that the ſame recouery touching the ſaid premiſſes, except in the ſaid firſt recited originall deed excepted, ſhould from thence forth be deemed and taken to theſe intents and purpoſes following: that is to wit, that if the ſaid annuall rent of C. li. or any part or parcell thereof, or the ſaid ſum or ſums, of etc. to be forfeited nomine pœne, or any of them ſhould at any time and times from thenceforth bee arrere and vnpaid by the ſpace of xl. dayes next after any of the ſaid feaſt dayes in the ſaid firſt recited originall deed mentioned, whereat the ſame annuall rent ought to bee paid at the place in the ſaid firſt originall deed mentioned: that then and from thenceforth, and at all and euery time and times when ſuch default of payment ſhould be, it ſhould and might bee lawfull, to and for the ſaid F. R. his heires, &c. into the ſaid manors, &c. except in the ſaid firſt originall deed excepted, to enter, and the ſame and euery part thereof to haue and inioy to him, his heires, &c. to his and their owne vſe vntill ſuch time and times as the ſaid annuall rent of C. li. and the arrerages thereof, together with the ſaid ſum or ſums to be forfeited nomine pœn', ſhould be vnto the ſaid F. R. his etc. fully from time to time paid by the ſaid I. F. his heires &c. or ſome of them, with the arrerages of the ſaid rent that ſhall grow due and payable during the time that the ſaid F. R. his heires, &c. ſhould hold and enioy the ſaid lands and premiſſes, or any

part

part thereof in his or their possession. And after the payment of the annuall rent of &c. and the said sum or sums to be forf. nomin' pœnæ, if any such should be, and every part of the said rent and penalty, when and as often as they or any of them should fortune to bee behind in such forme as in the first recited originall deed is said, had and made vnto the said F. R. his heires or assignes, with the arrerages therof, if any such should be, the said recouery and fine should be, and the said recouerers and recouerées, and their heires, and all and every other person and persons, and his and their heires, that then were and thencefoorth should stand and be seised of the said whole manors, lands and premisses mentioned in the said first recited originall deed should stand and be seised thereof, and of every part and parcell thereof, to such vse, intents and purposes as are mentioned and expressed in the said deed mentioned to be made betwéene the said I. L. on his party with condition, limitation and purpose, that it should and might bee lawfull to the said F. R. his heires and assignes to enter into the said manors, lands, and premisses out of the which the said rent is granted, and every part thereof for default of payment of the said annuall rent of one C. li. or any part thereof by the space of forty dayes next after every of the said Feasts, wherein the same shall be arreare, and to haue and to enioy the same to him, his heires and assignes, to his and their owne vse, vntill he or they be payed the said annuall rent with the arrerages thereof if any such should bee and the said sum or sums of &c. to bee forfeited nomine pœnæ, and every part thereof from time to time. And whereas, &c. that he the said I. L. his heires executors, and administrators, and assignes, should well and truly pay, satisfie, and allow, or cause, &c. vnto the said F. R. his heires and assignes yéerely the said annuall rent of C. li. and every part and parcell thereof, in or vpon every of the said feast dayes in the said first recited lease or deed mentioned, or within ten dayes next after every of the said feast dayes at or in the said then mansion house of the said F. R. at S. W. aforesaid, and that as well during the time that the said I. his heires or assignes, farmers or tenants shall haue, occupy and enioy the said manors, lands, and premisses, as also during the time that the said F. R. his heires or assignes should through any default of payment of the said rent of a C. li. or any part thereof enter into, haue, occupy and enioy the said Manors, Lands, Tenements, and Hereditaments, or any part or parcell thereof, that the same entry, occupation and enioying of the said Manors, Lands or Premisses, or any part thereof by the said F. his heires or assignes, should not by any suspition make any ceasing or defalcation of the said rent or of any part thereof. And that the said I. L. should make further assurance generally with a prouiso that if the said I. L.

at

at any time during his owne life, and during the life of the said F. R. together should bee minded, the said yærely rent of a hundred pound should cease and haue no further being or continuance, and thereupon the said I. L. during the life of him, and of the said F. R. together should by his writing vnder his hand and seale, sealed in the presence of three or moe substantiall and credible witnesses vpon either of the said Feast dayes giue notice or warning vnto the said F. R. his heires or assignes, at the then dwelling house of the said F. R. at S. W. aforesaid, that hee the said I. L. was minded that the said annuall rent of, &c. should cease and haue no further being or continuance, and withall at the time of the said notice so to bee giuen should well and truly pay or cause to bee payed vnto the said F. R. or to his Executors or Assignes, the summe of, &c. at the then dwelling house of the said F. R. at S. W. aforesaid, and also should well and truly pay, or cause to bee payed vnto the said F. R. his executors or assignes the summe of, &c. at or in the then dwelling house of the said F. R. at S. W. aforesaid, vpon the feast day appointed for the payment of the said halfe yæres rent next ensuing after such warning and notice giuen, with the said halfe yæres rent which should bee due vpon the feast day, that then and from thenceforth after such payment of the said summe, etc. and vpon payment of the said summe, &c. had and made in manner and forme aforesaid, and likewise vpon payment of the said rent which should be due at the end of the said halfe yære next after such notice giuen as is aforesaid, the said yærely rent or sum of, &c. to cease and be determined, and the said clause of distresse and entry, and all and euery other article, thing, couenant, or grant therein contained for giuing any benefit or vse to the said F. R. his heires or assignes, and the statutes and bonds for the further assurance and continuance of the said annuall rent of, &c. to bee void and of none effect, the said recouery and fine, or any other thing before mentioned to the contrary thereof in any wise notwithstanding. And whereas that the said recouery and fine aforesaid, and all and euery Act or Acts, thing and things, assurance or conueyance thenceforth to bee had, made or suffered, by, or against the said I. L. or any other person or persons by his assent, nomination or pleasure of the said Manors or any part thereof should bee: And that all and euery person and persons, and his and their heires, then seised, or thenceforth to bee seised of any estate or estates of Inheritance whatsoeuer of the said Premisses, or of any part thereof (except before excepted) to the vses, intents, and true meaning set downe in, and by this first recited originall deed amongst diuers other things more at large it doth and may appeare. Now the said I. R. for and in consideration of the summe of, &c. hath bargained and sold, and by

these

these presents doth for himselfe and his heires fully and absolutely, bargaine and sell vnto the said R. W. and his heires the said manors of L. and Y. with the appurtenances, and all those lands, tenements and hereditaments in L.B.C.Y.Y.E.B.M.B.S. alias S. in the said County of D. which at the insealing and deliuery of the said first originall deed, were the lands, tenements, and hereditaments of the said J. L. reputed or taken for the Inheritance of the said J L. and also the said annuity or yearely rent, or summe of etc. issuing and going forth of the said manors of L. and Y. with the appurtenances, and forth of all other lands, tenements and hereditaments which then were, or were reputed or taken for the Inheritance of the said J. L. in L.B.C.Y.Y.E.B.M.B.S. alias S. in the said County of D. or elsewhere within the Realme of England, his grounds and inheritances called P and all his lands and tenements in P. and 4. acres of pasture lying in the Parish of S. in a certaine place called S. only excepted and foreprised, together with the said first originall deed. And all his right, title, interest, and demand, of, in or to the said manors, lands, tenements, hereditaments, annuities, rents, sums of money, and demands whatsoeuer, together with the recited deed, and all deeds, writings, and estreits concerning insident or belonging to the premisses, or made, for, or concerning the same. To haue etc. the said manors, lands, tenements, and hereditaments, annuities, rents, sums of mony, and premisses before by these presents granted, as is aforesaid, together with the said deeds, writings estreits vnto the said R. W. his heires and assignes for euer, in as full, large, ample, and beneficiall manner, as the aforesaid F. R or J R. or any other person may, might, should or ought to haue, hold, perceiue and inioy the same by reason of the said deed and grant made by the said J.L. to the said F. R. as aforesaid. And the said J. R. doth for himselfe etc. that he the said J. W. at then sealing of these presents standeth, and is seised of the said recited manors, and other the premisses (except before excepted) to the onely vse of himselfe, his heires, etc. as is before recited And the said R. W. his heires, etc. shall and may quietly and peaceably at all times hereafter, and from time to time haue etc. the said manors, etc. before by these presents granted, to his and their proper vse and behoofe, without the lawfull let, trouble, euiction, interruption, deniall, incumbrance, charge, or other disturbance whatsoeuer of the said F. R. or J. R. or their or either of their heires, or of any other person or persons, by their or either of their heires assent, consent, act, meanes, or procurement, counsell or deuice. And the said J. R. doth further, etc. that neither the said F. R. nor J. R. nor any other person or persons, by their or either of their acts, meanes, or procurement, haue done, executed, knowledged or committed, or caused to bee done,

done, erecuted, knowledged or committed, nor that the ſaid I. R. nor his heires ſhall at any time hereafter doe, execute, knowledge or commit, or cauſe to bée done, erecuted, knowledged or committed any act or acts, thing, deuiſe or deuiſes, whereby the ſaid R. W. his heires or aſſignes ſhall or may be diſturbed, letted, hindred, and denied to inioy, haue and receiue quietly and peaceably, all and euery of the premiſſes before by theſe preſents mentioned to bée granted vnto the ſaid R. W. as afore-ſaid. In witneſſe, &c.

Conceſſio annuitat' pro ſeruitio.

OMnibus &c. Sciatis me p̄f. T. G. ex certa ſcientia & mero motu meo, ac intuitu obſequii & ſeruitii mihi p̄ S.R. & I. vx' eius ſeruient̄ meos ante hac impenſi, dediſſe &c. eiſdem S. & I. &c. quand' &c. ad feſta &c. æquis portionibus annuat̄ ſoluend'. Habend' & tenend' p̄d' annuitatem ſiue annual' reddit̄ xl. s̄. Soluend' p̄f. S. & I. vx' eius duran' vit̄ natural' ipſor̄ S. I. & eor̄ vtriuſq; diutius viuen' in forma ſequen'. Et ſi contingat p̄d' annuitat̄ &c. Prouiſo ſemp̄ q; ſi p̄d' S.R. & I. aut eor̄ alter obire contigerit. Quod tunc & deinceps ſolutio medietat̄ dict' annuitat̄ xl. s̄. totaliter ceſſabit: Aliquo ſuperius memorat̄ ſiue in hoc præſent̄ ſcript̄ meo ſpecificat̄, in contrar̄ quouiſmodo non obſtant̄, In cuius &c. Sect. 306.

A Grant of annuitie for terme of life, pro concilio & auxilio.

OMnibus &c. Sciat̄ me p̄f. I. dediſſe &c. T. M. pro bon' concilio ſuo & ingenti auxilio ſuo mihi in mea neceſſitate impenſo, quand' annuit̄ ſiue annual' reddit̄ 30. s̄. legalis monetæ Angl'. Habend' & p̄cipiend' &c. de exitibus, proficuis, firmis & emolumentis manerii mei de S. in com̄ E. ad feſta &c. Soluend' tam per manus meas proprias quam per manus balliuor̄, receptor̄, firmarior̄ ſiue tenentium manerr̄ præd' pro tempore exiſten'. Et ſi contingat, &c. Sect. 307.

A Grant of annuitie made by a parſon of a Church, to indure ſo long as he ſhall be parſon.

OMnibus &c. I. H. clericus rector eccleſiæ parochia l' de L. in com̄ S. Salutem: Sciatis me p̄f. I. pro bon' concilio dediſſe &c. eidem R. quand' annuitat̄ &c. habend' p̄d' R. quam diu ego p̄dict' I. rector eccleſiæ p̄d' extitero, ſoluend' annuatim &c. Et ſi contingat &c. Dat̄ &c. Sect. 308.

A Grant of annuitie with condition that the wife ſhall claime no dower.

Sect. 309. OMnibus &c. Sciatis Me p̄f. H. dediſſe, &c. H. M &c. primo die ſolutionis inde incipiend' ad tale feſtum feſtor̄ p̄d', & poſt mort̄ mei p̄d' H. primo & prox' euenerit, Habend' & p̧cipiend' p̄d' annuitatem ſiue annual' reddit̄ xx. li. ad feſta p̄dict' in forma p̄d'. Soluend' p̄f. T. B. exec' & aſſign' ſuis pro termino vitæ cuiuſdam R. modo vx. mei præd' H. ad opus & vſum ipſius R. ad terminum vitæ ſuæ pro & in conſiderac' & nomine totius dotis ipſius R. habend' de omnibus illis manoriis, terris, & tenem̄tis, quæ nuper fuer̄ vel modo ſunt mei p̄d' H. Et ſi contingat p̄d' annuitat̄ ſiue annual' reddit̄ xx. li. vel alicuius inde p̧cell' a retro fore poſt mortem mei ipſius H. ad aliquod feſtum &c. Prouiſo ſemper, quod ſi p̄d' R. ſeu aliqua alia perſona, ſiue perſon' eius nomine & per eius aſſenſum, actum, vel procuration', aliquo tempore poſt mortem dicti H. aliquod ius, titul', clameū, aut demand' nomine dotis ſuæ, de, & in p̄dict' maner̄, terris tenem̄tis, & cæteris præmiſſis, aut in aliqua inde parcella habere clamauerit, ſeu demandauerit quouiſmodo, & extunc & exinde ſolutio p̄dict' annuitat̄ ſiue annual' reddit̄ p̄d' xx. li. aut alicuius inde parcel', ceſſabit, & iſta p̄dict' conceſſio eiuſdem deinde ceſſabit & fruſtrabit̄, hoc p̄ſenti ſcripto meo, ſiue aliqua re ſiue materia in eodem ſcript̄ in contrar̄ ſpecificata ſeu expreſſa in aliquo non obſtante. In cuius, &c.

A Grant of Annuitie made to a woman, to begin after the death of her husband vpon condition.

Sect. 310. OMnibus &c. W. R. &c. Sciatis me p̄f. W. in complement̄ quarundam conuention', conceſſion', & agreamentor̄ content̄ & ſpec' in quibuſdam indenturis, quarum dat̄ eſt vltimo die Maii, ann' &c. fact' inter T. P. de E. ex vna parte, & me præf. W. R. ex altera part̄, dediſſe, conceſſiſſe, & hoc præſenti ſcripto meo indentato confirmaſſe M. vxor̄ dicti T. quandam annuitat̄ &c. Habend' & percipiend' p̄d' &c. p̄f. M. & aſſign' ſuis pro termino vitæ dictæ M. ſoluend' annuatim ad duos an' term', viz. ad feſta &c. per equales portion' in Eccleſia parochiali de S. præd'. Et ſi contingat p̄d' annuitat̄ &c. Prouiſo ſemper, & iſta præd' conceſſio annuitat̄ ſiue annualis reddit̄ quatuor marcar̄ non capiat aliquem effectum, nec alicuius ſit valoris durante vita dicti T. P. ſed immediate poſt mortem ipſius T. Et quod prima inde ſolutio erit ad primum feſtum feſtor̄ p̄dictor̄ proxim̄ accident̄ poſt mortem ipſius T. Prouiſo etiam ſemper, quod ſi dicta M. aliquo tempore poſt mortem dicti T. aliquod ius, titul', clameum, aut demand' nomine dotis ſiue iuncturæ ſuæ, de & in præd' terris & tenementis ſeu in aliqua inde parcell', per ſeipſam ſiue aliquā aliam perſonam clamauerit aut vendicauerit

dicauerit quouiſmodo, quod tunc & extunc ſolutio prædict' annuitat' ſeu annualis reddit' quatuor marcar' p̄dict' & cuiuſque inde parcellæ ceſſabit, & iſta p̄dict' conceſſio eiuſd' deinceps ceſſabit & fruſtrabit': aliqua re ſiue materia in hoc p̄ſent' ſcript' in contrar' ſpecificata ſeu expreſſa non obſtante. In cuius rei &c. *vel ſic:* Prouiſo etiam ſemper qd' ſi p̄d' M. aliquo tempore poſt mortem dicti T. prætextu alicuius iuris, tit', clamei, aut intereſſe pro, aut in nomine dotis ſeu iunctur' ſuæ, placitauerit clamauerit ſiue expulerit quouiſmodo p̄d' W. R. hæred' vel aſſign' ſuos pro, aut de p̄d' terr' & tenem̄tis, ſeu aliqua inde parcella, & tunc & extunc illa præd' ſolut' annuitatis &c. vt ſupra. In cuius rei teſtimon' vtrique parti huius p̄ſent' ſcript' mei indentati ſigill' meum appoſui. Dat. &c.

A Grant of Annuitie to the vſe of a woman to begin after death of the grantor.

OMnibus &c. T.P. &c. Noueritis me pf. T.P. dediſſe &c. I.M. & W.R. quand' annuitat' &c. Habend' &c. præf. I. & W. & aſſign' ſuis pro termin' vitæ A.K. & ad vſum ipſius A.K. pro termin' vitæ ſuæ, quam ego præd' T. propon' (diuin' grat') haber' in vxor' meam: Soluend' &c. Prim̄ term̄ ſolution' inde incipient' ad illud feſtum feſtor' p̄d' & prius acciderit poſt mortem mei p̄d' T. & non antea. Et ſi contingat p̄d' &c. In cuius rei &c. Sect. 311.

A Grant of Annuitie for terme of life, pro conſilio impend' &c.

OMnibus &c. N.W. &c. Sciatis me p̄f. N. dediſſe, &c. pro conſilio ſuo impenſo & impoſterum impend', quand' annuitatem ſiue annualem redd' 13. ſolidor' exeunt' de omnibus terr', ten', & hæred' meis in S. in com̄ E. &c. Habend' &c. redd' p̄f. T. ad term̄ vitæ ſuæ, ſoluend' &c. Et ſi contingat &c. Dat. &c. Sect. 312.

Nota, ſi home ne voile que ſon perſon ſoit charge de ceſt annuitie, mes tant ſolement ſon terre, donques doit eſte tiel clauſe eſcrie in le fine de ſon fait, Prouiſo ſemper quod p̄ſens ſcriptum, nec aliquid in eo ſpecificat' non aliqualit' ſe extendat ad onerandum perſonam meam per breue annuitat', ſeu alio modo quocunque ſed tantummodo ad onerand' terras & tenementa mea p̄d' de annuali redditu præd' &c. *Car donques le terre eſt charge, & le perſon diſcharge, &c.*

A Couenant that the leſſee may lop woods.

AND the ſaid Y.S. for him, his heires, and executors, couenanteth and granteth by theſe preſents, to, and with the ſaid R.L. and his executors: That it ſhall be lawfull for the ſaid R.L. his executors and aſſignes, yearely during the ſaid terme of xl. yeares, to crop, and top all Sect. 313.

and singular the woods and trées, growing and being in and vpon the pre-misses, and take as well all the same lops, crops, and top, as also all the vnderwoods, growing and being in and vpon the premisses, to the only vse and behoofe of the said R. L. his executors and assignes, &c.

A Covenant that the Lessor may enter and make fallowes.

Sect. 314. PRouided alwayes, and nevertheless it is couenanted, concluded, &c. by and betwéene the said parties to these presents. And the said R. I. for himselfe, &c. doth by these presents, &c. to, and with the said W. W. his heires and assignes &c. that it shall and may be lawfull, to, and for the said W. W. his heires and assignes, and euery or any of them, at all and euery time and times conuenient within the last yéere of the said terme of xxj. yéres, to enter into, and haue so much of the demised tenements and premisses, with the appurtenances, as in the same yéere shall be mæt to be fallowed, and to eyze, plow, and fallow the same, and euery or any part thereof, according to the vsage and custome of the Countrey there in that behalfe, without any let, interruption, or disturbance of the said R. I. his executors or assignes, or of any other person or persons by his or their, or any of their meanes, assent, or procurement.

A Covenant that the Lessee shall not assigne.

Sect. 315. PRouided alwayes, that the said P. his executors or assignes shall not demise, set, let, giue, or grant the said whole terme of yéres, yet to come, of, and in the said manor and parsonage, and all other the premis-ses, to any person or persons, other than to the wife, child, or children of the said P. or any other person or persons to any of their vses, except only to the said I. P. or W. P. sonne and heire apparant of the said I. if the said I. or W. will giue and yéeld vnto the said P. P. his executors or assignes, as much in money for the same, as any other indifferent per-son will doe, without any fraud, couin, or collusion. And if the said I. or W. doe refuse to giue as much money for the said terme, or any part thereof, of the premisses, or any part thereof, as any other indifferent person will, without fraud, couin, or collusion, as aboue said, that then and from thencefoorth it shall bée lawfull to the said P. his executors, etc. to giue, grant, alien, or assigne the said terme, or any part thereof, to any person or persons, at his or their pleasure, any thing herein contained to the contrary notwithstanding. And also the said P. couenanteth, &c. for him, his executors, &c to and with the said I. P. his executors and admi-nistrators, by these presents, that if the said P. doe dye vnmarried, and without issue lawfull, that then it shall be lawfull to the said I P. and to his assignes, during the life of the said I. to enter into the premisses, and

euery

euery part thereof, and to receiue, leuy, and take the iſſues, reuenues, and profits of the ſame, to his only vſe and commodity, during only the life of the ſaid I. paying, performing, and fulfilling all and ſingular the couenants, grants, articles, and agreements, contained and mentioned in the ſaid former Indenture, of, for, and during the time and times that the ſaid I. ſhall haue, occupy, or enioy the ſaid premiſſes, or any part or parcell thereof after the death of the ſaid P. vnmarried, and without iſſue, in manner and forme aforeſaid, or elſe not. And if the ſaid P. happen to dye vnmarried and without iſſue, that the premiſſes and euery part thereof, during the ſaid terme, ſhall come, remaine, and bee after the deceaſe of the ſaid I. to the brethren of the ſaid P. or to any or diuers of them, or to any other perſon or perſons to his or their only proper vſes and profits, in ſuch like manner and forme, as the ſaid P. ſhall deuiſe or aſſigne by his laſt will and teſtament, without paying any thing for the ſame, or otherwiſe to be charged or incumbred by any manner of meanes or wayes for the ſame, other than is declared and mentioned in the ſaid former Indentures, except onely for the due debt of the ſaid P. wherewith the ſaid P. may happen to charge them in his laſt will and teſtament. Prouided alwayes that if it happen the ſaid yearely rent of etc. or any part or parcell thereof to bee behind vnpayed in part or in all one fortnight next after the laſt day or time of any day of payment appointed in the ſaid former Indenture, etc. And alſo if the ſaid P. his etc. doe not or ſhall not hereafter performe, fulfill, and execute all and euery of the couenants, grants, articles, and agreements contained and ſpecified in the ſaid former Indenture, which of the part of the ſaid I. and his etc. are to be obſerued, performed, fulfilled and kept, or elſe if the ſaid P. his etc. do not, or ſhall not hereafter obſerue, performe, and fulfill, all and ſingular the aboueſaid couenants, grants, articles, and agreements contained and ſpecified aboue in this preſent Indenture, which of the part of the ſaid P. or his executors, etc. are to be obſerued, performed, fulfilled, and kept: that then and from thenceforth it ſhall bee lawfull for the ſaid I. his etc. to enter into all and ſingular the premiſſes with the appurtenances, and into euery parcell thereof, and the ſame to retaine and haue as in his former eſtate: this Indenture or any thing therein contained to the contrary notwithſtanding. Further the ſaid P. M. couenanteth, etc. for him, his executors, etc. and with the ſaid I. M. his executors and adminiſtrators by theſe preſents, that he the ſaid P. ſhall yeeld, pay, and deliuer or cauſe to be deliuered vnto the ſaid I. M. and his aſſignes during the terme of xx. yeares next comming after the date hereof, xvj. quarters of wheat, xx. quarters of oates, good, ſweet, marchantable, and cleane dight, and vj. loads of wheaten ſtraw, and vj. loads of oaten ſtraw at the feaſt

of S. M. the Arch. nert comming after the date hereof, and after the feast of S. M. the Arch. to deliuer all the residue of the said corne aboue said monthly, by euen portions during the said terme of rr. yeres. Also the said I. couenanteth and granteth that when and as often as the price of wheat shall amount and rise aboue vj. s. viij. d. a quarter, which is after x. d. the bushell, and the price of oates shall arise and amount aboue ij. s. the quarter, which is after iij. d. the bushell: That then the said I. his executor and assignes, shall allow the said P. as much in money as shall so arise aboue the prices aforenamed, limited, and appointed, from yere to yere. And also the said P. couenanteth and granteth, that if it happen the said I. M. to decease and depart this present life vnto almighty God, before E. M mother vnto the said P. M. and before the said terme of rr. yeres be fully expired: that then the said P. shall yeld, pay, and deliuer, yerely from thencefoorth during the said rr. yeres then to come, v. quarters of wheat, and six quarters of oates. Prouided alwayes, that if the said I and E. doe both depart from this present life before the said terme of rr. yeres be fully expired, that then and from thencefoorth the deliuery of all the said Corne and Straw, in forme aforesaid, to cease, & not to be due or payable. These two articles or clauses last before mentioned, or any thing in them, or any other matter, clause, or thing, whatsoeuer it be in this Indenture contained or otherwise to the contrary notwithstanding. In witnesse, &c.

A Couenant by the Lessee to depart.

Sect. 316. PRouided alwayes, and neuertheless it is couenanted, condiscended concluded, and fully agreed betweene the said parties, and the said E. D. for him, his heires, executors, and administrators, couenanteth by these presents, to and with the said A. B. his heires, executors, administrators, and assignes, that if the said A. B his heires, executors, administrators, or assignes, or any of them doe well and truly content and pay, or cause to bee contented vnto the said E. D. his heires, executors, administrators, or assignes, or any of them, the summe of etc. at one whole and entier payment, at, or vpon the day of etc. in the Hall of Lincolns Inne in the County of Middlesex, betweene the houres etc. without fraud or couin: That then and from thencefoorth and after the payment of the said summe of etc. the said bargaine and sale of the said capitall mansion with the appurtenances and all other the foresaid messuages and hereditaments with their appurtenances before bargained and sold, shall bee cleerely void and of none effect: And that then and from thencefoorth the said G. D. and his heires, and all and euery such person or persons, and their

their heires, shalbe, stand, and be seised in the said Capitall mansion, and other the premisses, with their appurtenances, and euery part and parcell thereof, to the only vse of the said A. B. and the heires and assignes of the said A. B. for euer, and to no other vse. And that then the said E. D. his heires or assignes, shall deliuer, or cause to be deliuered vnto the said A. B. or the heires or assignes of the said A. B. all and euery such deed and deeds, euidences, charters, writings, escripts, and muniments, concerning the premisses, which he shall haue receiued of the deliuery of the said A. B or of the heires or assignes of the said A. B. And for default of payment of the said summe of &c. vnto the said E. D. his heires or assignes, as is aforesaid, made, and not performed: That then and from thencefoorth the said bargaine, sale, and assurance of the said capitall mansion or dwelling house, and all other the premisses, shalbe good and auaileable to the said E. D. his heires and assignes, to their vse for euer absolutely, without any manner of condition: And that thencefoorth the said E. D. his heires and assignes, shall quietly occupy and enioy all and singular the premisses, with their appurtenances, to his or their owne vse and behoofe, without let or interruption of the said A. B. his heires or assignes, or any other person or persons, in his or their name or names, interest, or behalfe, or by his or their assent, meanes, or procurement: This Indenture, or any thing therein contained, to the contrary in any wise notwithstanding. In witnesse whereof, &c.

A Grant of a foe or chiefe rent with homage and seruice.

SCiant &c. quod ego W. H. dedi, concessi, & hac præsenti chart' mea confirmaui R. M. totum reddit' meum de xxx. s̄. homag' & liber' seruitium exeuntia de vno ten. em̄to & quatuor virgatis terræ I. S. in D. cum omnibus pertin': Quod quidem ten. m̄tum & quatuor virgatæ terræ quondam fuerunt E S. Habend' & percipiend' p̄dict' &c. p̄f. R. W. hæredibus & assignatis suis imperpetuum. Soluendo, faciendo, & reddendo eid' modo & forma sicut prædict' I. S. & eius antecessores mihi & antecessoribus meis facere, soluere, & reddere consueuerunt. Et si contingat p̄d' redd' xxx. s̄. a retro &c. extunc bene liceat p̄f. R. W. hæredibus & assign' suis in prædict' &c. In cuius rei, &c. Sect. 317.

A Grant of Annuitie for ministration of Gods seruice.

REx omnibus ad quos præsentes literæ peruenerint, salutem: Sciatis quod nos intuitu charitatis, dedimus & concessimus dilecto subdit' nostro T. S. capellan' pro ministratione diuini seruic' infra ecclesiam sanct' G. de G. iuxt dominium de W. ac ad orand' pro nobis & præcharissima consorte nostra reg. exituq̄ nr̄o, quand' annuit' x. marcar̄ sterl' Sect. 318.

Habend' & percipiend' annuat̃ durant̃ vita ſua de feod' firm̃ dominii nr̃i vocat̃ N. infra com̃ noſtrum E. p̃ manus Vic' firmarior̃ ſeu alior̃ occupator̃ eiuſd' pro tempor̃ exiſten' ad feſta &c. Aliquo actu, ordination' ſeu ſtat̃ inde in contrar̃ fact' non obſtant̃. In cuius &c.

An Annuitie or yeerely fee giuen to a ſeruant for promotion of a marriage.

Sect. 319. CHriſtianis vniuerſis præſens ſcript̃ inſpectur̃ ſiue audituris R. M. Armiger, ſalut̃ in auctor̃ ſalut̃ & fidem indubiam præſent̃ adhibit̃. Cum nonnulla ſpes matrimonii int̃ R. A. famulum meum, & A. O. (annuent̃ Deo) futuri affulget. Scitote me eundem R. (vt qui commodum & vtilitat̃ dicti famuli mei propt̃ obſequium mihi in famulatu ſuo ingenue & diligent̃ pſtitum plurim̃ augere velim, quo commod' int̃ eos viuere t̃) dediſſe, conceſſiſſe & hoc præſent̃ ſcript̃ meo confirmaſſe p̃f. R. A. & A. quandam annuitat̃ &c. exeunt̃ de manet̃ &c. Habend', gaudend', &c. eiſdem R. A. & A. & eorum vtriq; diutius viuenti & aſſign' ſuis durant̃ vita mea p̃f. R. ad feſta &c. Et ſi & quoties contingat &c. plenarie fuerint, ſatisfact' & p̃ſolut' vna cum damnis & expenſis ſuis in ea p̃te ſuſtinendis Prouiſo temper q; ſi dict' nuptiæ non ſucceſſer̃, nec conſummat̃ fuerint, aut ſi iidem R. A. & A. p̃ me aut mea cauſa aliquo modo promot̃ fuer̃ ſiue obtinuerint, aut promoueri ſiue obtinere poſſint, aut eor̃alt̃ poteſt, aliquam annuitat̃ ſeu annualem redd', terr̃, tenem̃ta ſeu hæreditam̃ta, aut aliquam certitudinem victus, habend' eis durante vita mea, annui valor̃ x. li. aut maior̃, qd' extunc præſens ſcript̃ penitus irritum erit præmiſſis non obſtantibus. In cuius rei teſtimonium &c.

A Grant of an Annuitie out of lands.

Sect. 320. THis Indenture made &c. betweene A. C. and I. C. &c. on the one party, and R. M. on the other party, witneſſeth, that the ſaid A. C. and I. C. as well for and in conſideration of the full ſumme of one thouſand pounds of etc. As alſo for diuers etc. haue giuen and granted, and by theſe preſents doth giue, and grant for him and his heires vnto the ſaid R. M. his executors &c. one annuity of one hundred pounds of &c. by yeere, by the ſaid A. C. his heires etc. from thenceforth yeerely to be payed to the ſaid R. M. his executors, adminiſtrators, or aſſignes, by and during the whole terme of three yeeres fully to bee complete and ended, at the vſuall place of receipts and payments of money, ſcituate in the Weſt end of the Royall exchange in L. at two equall payments in euery yeere: That is to ſay, on the laſt day of M. fifty pounds of etc. and on the laſt day of No. fifty pounds of like etc. The firſt payment thereof to begin and bee made on the laſt day of May next enſuing the date hereof. And

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ſo from thenceforth the ſame annuity to haue continuance and to bee yerely payed vnto the ſaid R. M. his heires, executors, &c. vpon the ſaid dayes, at the place aforeſaid, during the ſaid whole terme of three ſcore yeres fully to be complete and ended. And the ſaid A. C. for him, &c. doth couenant, etc. That if and as often as it ſhall happen the ſaid annuity of one hundred pounds, or any part or parcell thereof, to be behind vnpayed by the ſpace of eight and twenty dayes, ouer or after the ſaid laſt day of M. or the laſt day of N. ouer or after either of them: That then and ſo often as it ſhall happen during the ſaid terme aforeſaid the ſaid A. C. his heires etc. ſhall forfeit and loſe to the ſaid R. M. his etc. the ſumme of xx. markes of etc. in the name of a paine. And then and ſo often ſhall make full and true payment to the ſaid R. M. his etc. at the place aforeſaid, as well of the ſaid twenty markes in the name of a paine, as for that part of the ſaid annuity of one hundred pounds whereof default ſhalbe made, as is aforeſaid, within ſix moneths next after ſuch default made, on the laſt day of M. or laſt day of N. as is aforeſaid. And for the conſiderations aforeſaid, and for a good and certaine ſurety and aſſurance to bee had and made to the ſaid R. M. his etc. of and of the ſaid annuty of C. li. to him and them well and truly to bee payed euery yeere during the ſaid whole terme of xl. yeeres, according to the purport and true meaning of theſe preſents: They the ſaid A. C. and I. C. for them etc. doe couenant etc. that they the ſaid A. C. and I. C. by fine or fines to be duely knowledged and leuied before the Iuſtices of the Queenes Maieſties Court of common Pleas at W. before the tenth day of M. next enſuing the date of theſe preſents, with proclamations had and made thereupon, according to the order and courſe of the lawes and ſtatutes of this Realme, ſhall and will ſufficiently and lawfully conuey and aſſure to H. F. and H. H. and the heires of one of them, all that the Manor and Lordſhip of G. with all and ſingular, etc. ſcituate, lying, being, ariſing, happening, renewing, growing, or comming in the Towne, Pariſh, Fields, or Hamlets of G. or elſewhere within the ſaid County of L. to the ſaid Manor or Lordſhip of G. belonging or in any wiſe appertaining, or occupied, vſed, demiſed, or leaſed, to or with the ſame: or eſteemed, taken, reputed, accompted, or knowne as part, parcell, or member thereof, or of any part or parcell thereof. And all and ſingular other meſuages, milles, lands, tenements, meadowes, feedings, paſtures, woods, vnderwoods, rents, reuerſions, ſeruices, priuileges, liberties, franchiſes, iuriſdictions, preheminencies, and hereditaments whatſoeuer of the ſaid A. C. and I. C. or either of them, in the Towne, Pariſh, Fields, or Hamlets aforeſaid, or in any of them, by ſuch ſufficient and conuenient names and qualities as ſhall bee requiſite or meet: And with warranty from them and their heires againſt all perſons;

persons: Which said fine or fines so to bee knowledged and levied shall be, And the said H. F. and H. H. and their heires shall thereupon stand and bee seised of and in the said manor, and all other the premisses and every part thereof, to the only vse and behoofe of them the said H. F. and H. H. and their heires vpon trust and confidence nevertheless, and to the end and intent that thereupon a good and perfect recouery shall and may bee had of the said manor and other the premisses against them the said H. F. and H. H. by such persons and with such vouchers ouer, and to such vses, intents and purposes, as hereafter in and by these presents is expressed and declared. And the said A. C. and I. C. for them and their heires doe further covenant, etc. That before the 11. day of M. next coming after the date of these presents a good and perfect recouery by writ of Entre sur disseisin in le post, according etc. as in covenants to suffer recoueries with double voucher. And it is further witnessed, declared, covenanted, condescended, concluded, and fully agreed, by and betweene the said parties to these presents: That the said recouery so to bee had and suffered, as aforesaid, and all other recoueries, conveyances and assurances whatsoever after the said 10. day of M. to bee had, made, levied, acknowledged, or suffered by the said A. C. and I. C. or either of them of the premisses, or of any part thereof, by any name or names whatsoever, and the full execution of them and every of them shall bee, and shall be adiudged and taken to be to the vses, intents and purposes hereafter in these presents limited, appointed, expressed and declared, and to none other vse, intent or purpose: That is to say, vnto the vse and behoofe of the said A. C. and the heires males of his body lawfully begotten: And for default of such issue, to the vse of the right heires of the said A. C. The same vses estate so to continue only vntill default shalbe made of, or in payment of the said annuity of one hundred pounds, before by these presents granted, or of any part thereof, at the place aforesaid, vpon any the last day of M. or the last day of N. or either of them. And by the said space of six moneths next following, or of, or in payment of the said paine or penaltie of twenty markes, or any part thereof as aforesaid, contrary to the true meaning of these presents, and from and immediately after any such default in payment had and made as is last aforesaid: Then the said recoueries, and other the assurances aforesaid shall bee, and shall bee adiudged and taken to the onely and proper vse and behoofe of the said H. H. and of his heires and assignes, for and during the whole terme of three score yeares immediately from and after such default of payment as is aforesaid, to bee fully compleat and ended and to none other vse, intent or purpose. And from and after the end, determination or surrender of the said terme of three score yeares, then to

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the vſe and behoſe of the ſaid A. C. and the heires males of his body lawfully begotten. And for default of ſuch iſſue, to the vſe and behoſe of the right heires of the ſaid A C. for euer, as if no ſuch default of payment had bëne: Any thing or matter whatſoeuer to the contrary thereof in any wiſe notwithſtanding. And the ſaid A. C. and I. C. and either of them for their and either of their heires and aſſignes doe couenant, promiſe and grant, to and with the ſaid R. P. his heires executors or aſſignes, and euery of them by theſe preſents, that at the time of the ſaid recouery ſo to bee had, the ſaid H. F. and H. H. or the ſuruiuor of them, ſhall ſtand and be lawfully ſeiſed of the frëhold and inheritance of the ſaid manor and other the premiſſes: And that the ſaid manor or Lordſhip, and all and ſingular other the premiſſes in theſe preſents mentioned with the appurtenances, and euery part and member thereof, from and after any default of payment by the ſpace of ſix moneths, contrary to the tenor, forme and effect of theſe preſents, of, or in the ſaid annuity, or any part or parcell thereof, ſhall bee and remaine vnto the ſaid R. P. his heires and aſſignes, for and during the ſaid terme of forty yëres frë and clëre, and frëly and clërely acquited and diſcharged, or otherwiſe from time to time vpon reaſonable requeſt well and ſufficiently ſaued and kept harmeleſſe by the ſaid A. C. his heires, etc. of and from all manner of other bargaines, ſales, grants, etc. The chiefe rents, etc. and all lawfull leaſes, etc. whereupon the old rents are or ſhall bee reſerued and ſhall bee yërely payable after ſuch default made to the ſaid R. P. his heires for and during the ſaid terme of forty yëres only, excepted and forepriſed. And further the ſaid A. C. and I. C. etc. that from and after ſuch default made, the ſaid premiſſes ſhall bee and ſhall remaine and continue vnto the ſaid R. P. his executors and aſſignes, for and during the ſaid terme of three ſcore yëres of the full clëre yërely value of one hundred and fifty pounds of lawfull Engliſh money, ouer and aboue all charges and repriſes. And moreouer that the ſaid R. P. his heires and aſſignes, ſhall and may from thenceforth during the ſaid terme of three ſcore yëres peaceably and quietly haue, hold, and inioy all and ſingular the ſaid manor and lordſhip, and all other the premiſſes before mentioned, and euery part, parcell, and member thereof, without any let, etc. (except before excepted.) Prouided alwayes, that if the ſaid A. C. his heires and aſſignes, ſhall make any ſuch default in payment as is aforeſaid, ſo that the ſaid R. P. his heires and aſſignes by reaſon of the ſame default, ſhall or may from henceforth poſſeſſe, inioy, receiue and take all and ſingular the rents, reuenues, iſſues and profits of all and ſingular the premiſſes, with the appurtenances according to the true meaning and purport of theſe preſents: That then the ſaid annuity

before

before by these presents granted, shall cease and determine. And moreouer the said A.C. and I.C. and either of them, etc. That they the said A.C. and I.C. their heires and assignes, and all and every person and persons hauing, claiming, or pretending to haue, or which of right ought to haue, claime or pretend to haue any estate, right, title, interest, vse, possession, reuersion, remainder, inheritance or demand of, in or to the premisses, or any part, parcell or member thereof, shall and will at all times, and from time to time, from and after such default in payment, as is last before mentioned, during the space of fiue yeeres then next insuing, etc. deuise and deuises whatsoeuer, be it by deed or deeds inrolled or not inrolled, fine, feoffement, recouery, release, confirmation with warranty against all men, or without warranty, for the further, more better and perfect assurance vnto the said R. M. his heires and assignes for and during the said terme of 60. yeeres, without any condition, as by the said R. M. his heires, etc. In witnesse, &c.

Annuity by a Bishop.

Sect. 321. OMnibus &c. G.P. Arch. D. Decanus & capit̃ Eccles. Cathedral' S.P. iuxta D. saluẽ &c. Noueritis nos præfat̃ G. Archiep̃ Decan' & Capit̃ prædict' ex vnanimi assensu & concensu nr̃is & voluntate totius Capit̃ dedisse, concessisse, & hoc præsenti script̃ nr̃o confirm̃ de nobis & succes. nr̃is W.F. vnum annual' redd' &c. exeunt̃ & exitur̃ de omnibus messuag', ter̃, tenem̃t̃, redd', reuerc', seruic', decimis & omnibus aliis reuenc' & emolument̃ spiritual' ipsius Archiep̃ vel Archiepiscopat̃ sui &c. Habend' &c. de omnibus p̃d' mess. &c. p̃f. W. & ass. suis pro term̃ vitæ ipsius W. Soluend' &c. ad festa &c. Et si contingat &c. *vt in aliis districtionibus.* In cuius rei testim̃ tam nos p̃f. G. Eps Arch. sigill' nr̃um, quam nos p̃d' Decanus & capit̃ sigill' nr̃um commune apposuimus. Dat̃ domo nr̃a capit̃ &c. x. die &c.

A Grant of annuitie for the releasing of a title into land, according to an award.

Sect. 322. OMnibus Christi &c. M.H. &c. Sciatis me p̃f. M. H. in considerac' cuiusdam sursum reddicionis & relaxationis mihi p̃f. M H. & cuidam I. B. & vtriq; nr̃um p̃ T.C. & I.C. & eorum vtrunq; fact' de toto titulo, stat', clam̃, term̃, demand' & interesse, quam vel iid' T. & I.C. nuper habuerint vel alt' eor̃ habuit de aut in manc̃ de F. cum pertin' in com̃ N. ac de & in omnibus tenem̃tis &c. ac in p̃formation' & iuxta effect' cuiusdam arbitrii per H.S. & W.B. ac R.C. & B.C. inde nuper confect', dedisse, concessisse, & hac p̃senti carta mea, p̃f. M.H confirmasse p̃d' I.C. quandam annuitat' &c. exeunt' de p̃dict' &c. cum eor̃ p̃tin'. Habend' p̃f. I.C. exec' &c. Et si & quoties conting' p̃d' &c. *vt in aliis distrĩct'* &c.

A

A Grant of a penſion in recompence of an appropriation.

OMnibus &c. D. permiſſione diuina Abbas Monaſterię beatæ M. de M. dioc'. & eiuſdem conuentus, Salutem in domino ſempiternam: Vniuerſitat̃ vr̃æ volumus eſſe notum, quod cum venerabilis in Chriſt' p̃ domin' Reg' Dei gratia Epiſcopus L. de conſenſu capituli ſui eccleſiam paroch. dioc' & nr̃i patronat̃ nobis ac monaſter̃ noſtro canonice appropriauit, & in propr̃ vſus conceſſerit, cum ſuis iuribus & pertin' vniuerſ. perpetuo tempore poſſidend', conſiderans quod dictus Ep̃us temporibus ſuis præceſſ. & prædeceſſor̃ ſui ſuis tempor̃ fructus & obuentiones dictæ eccleſiæ de P. tempore vacationis eiuſdem eccleſ. perceperunt, & percipere conſueuerunt a tempore cuius contrarium memoria hominum non exiſtit, quos iam eo ꝙ præd' eccleſia ration' appropriationis hm̃di amplius vacare non poterit, nec dict' domin' Ep̃s nec eius ſucceſſ. futur̃ deinceps percipere non poterunt nec habere, aliaꝙ damna non modica p̃dict' Ep̃s & capitul' eo prætext̃ ſentire poterit occaſion' appropriac' hm̃odi forſan in futur̃, Nos abbas & conuent̃ p̃d' hoc plenius attendentes habit̃ circa præmiſſ. & ea contingen' deliberac' & conſilio cum viris peritis, & in domo capitular̃ inter nos pleno communi conſilio & frequent̃ tractat̃ concurren' & omnibus requiſit̃ ſolemnit̃ in hac parte (ne dict' dominus Ep̃us & capitul' prætextu dict' appropriationis damnum ſentiant in futur̃ aliqualit̃ aut iacturam) conceſſimus p̃fat̃ Epiſcopo & capitulo xl. s̃. legalis monetæ Angliæ nomine annuæ pencionis de eccleſia de P. memor̃ in recompenſationem damnorum quæ per appropriation' p̃d' ſentire poterint, & a tempore pacificæ poſſeſſionis dict' eccleſiæ de P. per nos vel ſucceſſor̃ nr̃os adeptæ ad duos anni terminos, viz. ad feſta P. & M. p̃ equal' porciones Capitulo ſupradicto, vel eius procurator̃ qui pro tempore fuer̃ in eccleſ. Cathedrali præd' ſoluend'. Ad quam quidem ſolut onem modis quibus præmittit̃ fidelit̃ faciend' nos ſucceſſ. noſtros & monaſter̃ præd' imperpet̃ oblig'. Submittit̃ nos & ſucceſ. noſtr̃, ac eccleſias de L. & P. p̃d' per eand' obligation' iuriſdict' & coherc' domini Epiſ. L. & eius official' ac Arch' L. qui pro tempore fuerint. Vt ſi vnquam (qd' abſit) nos & ſucceſſor̃ noſtr̃ in ſolution' dict' pecuniæ loco & termin' ſtatutis defecerimus ſeu defecerint in hac p̃te, poſſint, & quilibet eorum poterit per ſe imperpet̃ compellere nos in eccleſiis de L. & P. antedictis per ſententiam interdict' ſuſpenſion' & excommunicationis, ac per eorund' fructũ ſequeſtrationem necnon p̃ alium modum quemcunq; pro vt melius & facilius p̃f. Epiſc' & Capit̃ videbitur expedire, quouſq; eiſd' Epiſc' & Capitulo de dict' pecuniæ ſumma, loco quo præmittit̃, plenar̃ fuerit ſatisfact' præter expenſ. quas obinde fecerint & præter intereſſe ſuum, pro quibus eiſd' ſimilit̃ tenemur integre ſatisfacere nulla

Sect. 323.

omnino

omnino remissione petenda renunc' imperpetuum pro nobis succes. nris, ac ecclesiis de P. & L. supradict' tam ecclesiastic' quam regular & cuius. cunq; potestatis secular exhibition' impedition' priuileg' recusac' supplicac' in integrum restitution' excusation' cancellac' dilec' & expec' per nos vel successor nostros impetrat seu imposterum impetrand' omnisque iuris & fact' remed' quod nos & successor nostros, ac ecclesias de L. & P. supradict' contra præd' solution' & obligac' siue in principal' siue in occident emergent question' qualicūq & vndecunque tueri poterit quouismodo, & qd' presens obligatio tunc stabit suo robore & effectu. In quorum omnium robur & testim sigilla nostra pſentibus sunt appensa. Dat apud M. in domo nostra capitular x. die M. &c.

A Grant of a Corodie.

Sect. 324. OMnibus &c. N. Abbas Monaster. beatæ Mariæ Ebor & eiusdem loci Conuent salutem &c. Nos vnanimi consensu & assensu nro concessisse, & hoc pſenti scripto nro indent confirmasse W. S. quoddam Corrodium ad totam vitam suam, percipiendo de nobis & succes. nris in domo nostra quolibet die quatuor panes melior pastus scz. de pane conuent: Et duos panes mediocris pastus sciz. de pan' liber seruientium, duas lagenas ceruisiæ, vnam de ceruisia conuentuali, & aliam de ceruisia liber seruientum, quod, fercula carnea vel piscea secund' qd' dies expostulauerit: Et quolibet anno vnam robam pro se de secta armig' nostror pro hyeme, & aliam pro æstate, & aliam robam pro famula sua de secta liber seruentium nostror in hyeme, & vnam togam pro æstate suæ staturæ competent: Ac duas caract ligni focalis, & duas caract fœni pro equo suo, & vnam caract straminis pro lecto suo ad ostium domus mansionis suæ. Et si intra dictam Abbathiam nostram morari voluerit, tunc volumus qd' illa domus quæ vocat Siphons, cum salario super ædificat & gardino eis assignat sit illi appropriat &c.

A Grant of Safeconduct of yeeres respiting Debets.

Sect. 325. TO all true Christian people, to whom these presents Letters shall come, A. B. of D. and C. F. Citizens of L. send greeting in our Lord God euerlasting. Whereas G. H. in diuers summes of money to vs seuerally is indebted, which summes of money the said G. H. is not, ne by likelihood shall bee of ability to pay and content, vnlesse we giue or grant vnto him our fauour and respite in payment of the same. Therefore know yee, that wee the said creditors aboue named, and euerichone of vs moued with pity in consideration of the premisses, and of the good will

will and desire which the said G. H. hath to the contentation of the said duties, haue giuen and granted, and by these presents giue and grant vnto the same G. H. or by whatsoeuer name or addition that he bee named or called, and so to all them which for the said G. H. to vs, or to any of vs standen or standeth bound or charged, our sure, free, and whole licence, liberty and safeconduct, as much as in vs is: So alwayes that the said G. H. and all they which for him, or with him to vs stand bounden or charged, or other that be seruants, factors and assignes of the said G. H. with all their goods cattels, marchandizes, debts, duties, and other things, in all manner of places, frely, quietly, well, and peaceably at their liberty, may and shall by day and night, goe, come, abide, soiorne and dwell, passe and repasse, in, to, or from any City, Towne, Village, or other place or places within this Realme of England, or without. And all the goods, wares, marchandizes, and all other things as beene aboue rehearsed, to dispose, as it shall like and please the same G. and all those person or persons that with, or for him to vs, or any of vs stand bound and charged at all times and seasons from the day of the making hereof, vnto the end and terme of fiue yeeres next and immediately insuing after the day and dayes of payment specified in the specialtie or specialties wherein the said G. or any other persons for the same G. in any wise standeth bound and charged vnto vs. And that wee or any of vs shall in no wise pursue, arrest, attach, hurt, withhold, let, or greue: nor any other person or persons for vs, or any of vs, or in the name of vs, or any of vs, by the authority, assent, will and agreement of vs, or any of vs, the said G. or those person or persons, or any of them, which for the same G. to vs, or any of vs, in any wise standeth bound or charged by their bodies as fugitiues, nor otherwise, nor by their goods, cattels, marchandizes, or any other things of theirs, or any of them for payment to bee made to vs, or any of vs, of our said duties, nor any part or parcell of them, or for to find to vs, or any of vs, any other or better suerty or suerties for contentation and payment of the same our duties, other than wee or eueriech of vs now haue and hath for the same payment of our said duties, or any otherwise during the terme aforesaid, by reason or occasion of any deed, accompt, receit, trespasse, buying, selling, contract, or any other thing, matter, cause, or ground whatsoeuer it bee, before the date of these presents, betweene vs, or any of vs, and the said G. and those persons, which with, or for the same G to vs, or any of vs stand bounden, charged, or chargeable, had, made, moued, or depending. And if it happen within the said terme, any money or goods to bee attached or arrested in the name of vs, or any of vs, or by any other person or persons in the hands of the said G. or

of

of them, or any of them, which for him to vs, or any of vs standeth bound, or bee charged, or chargeable by force of any bill or bills, plaint or plaints, against them, or any of them to be leuied or attached: that then we, he, or they of vs, in the name of whom any such bill or bills, plaint or plaints, shall be made or affirmed, shall put in surety for the said bill or bills, plaint or plaints, and so vtterly dissolue and discharge the same attachment and attachments, when, and as soone as we, they, or hee of vs, in the name of whom the said attachment or attachments shall be made or affirmed, shall thereto duely be required by the said G. or by them, or any of them, which for him to vs, or any of vs stand bound or charged, and euery of them, thereof wee and euery of vs shall cleerely discharge, as often as any such occasion or cause shall happen to fall, during the time aforesaid. And moreouer wee all the creditors aboue specified will and grant, and euery of vs for his owne part willeth and granteth to the said G. by these presents, that if it happen the said G. or them, or any of them, which for him to vs, or any of vs stand bound or charged in their owne persons, or in the person of them, or any of them, or in, or by the goods, chattels, or marchandizes of them, or of any of them, at any time within the terme aforesaid, by vs, or any of vs, or any other person or persons, by the commandement, will, procuring, authority, consent, or knowledge of vs, or of any of vs, against the tenor, forme, and effect of these our present letters of Safeconduct, in any wise to be arrested, sued, impleaded, hurt, greeued, attempted, vered, or hindered, and thereof after the forme aboue said, be not deliuered, nor defended: That then the said G. and those which for him to vs, or any of vs stand bound or charged, and their heires and executors by these presents, shall bee for euermore quite and discharged against him, or them, of vs, by whom the said G. and those persons which for him to vs, or any of vs stand bound or charged, or any of them, shall so against the forme, tenor, and effect of these our present letters of safeconduct be attempted, vered, or hindered, and thereof not released, dissolued, nor defended, according to the forme aboue said, of all manner actions, suits, quarrels, challenges, recognisances, executions, and demands whatsoeuer they be, from the beginning of the world vnto the day of such attempting veration, griefe, or hindering. In witnesse, &c.

A Grant of libertie to doe acts in ground.

Sect. 326. THis Indenture, &c. Betweene R. Y. and R. G. witnesseth, that where the said R. Y. hath bargained and sold to the said R. G. and his heires for euer, two tenements, etc. Now the same R. for diuers good considerations

considerations him now moving, hath given, granted and confirmed, and by these presents for him and his heires doth giue, grant, and confirme vnto the said R. G. his heires and assignes for euer, free liberty of ingresse, egresse, and regresse, for them, their heires and assignes, and for their seruants, at all times necessary and conuenient, to enter into the ground and garden plot, now in the tenure, possession, and occupation of the said R. Y. to repaire and amend the part of the said two tenements next adioyning vnto the said garden plot, either with timber worke, stone worke, reeding, thatching, daubing, or otherwise. And further the said R. Y. for him, etc. couenanteth, etc. quietly to permit and suffer the said R. G. his heires, executors, and assignes, and all and euery of them, together with his or their workmen, at all times conuenient and needfull, to haue free ingresse and regresse, in, and to the said garden, for the carrying and recarriage of all such timber, stuffe, stone, morter, clay, reed, or thatch, which shall be needfull at any time whensoeuer, for the reparations aforesaid, without the let, denial, or interruption of any person or persons by his assent, consent, procurement, priuity, or commandement. And further the said R. Y. for him, his heires, and executors, couenanteth, and free liberty giueth and granteth vnto the said R. G. his heires, executors, and assignes, that he the said R. G. his heires, executors, and assignes, shall and may, and that it shall be lawfull to and for the said R. G. his heires, executors, and assignes, to set vp, and reare any ladder or ladders, stage, poles, and stages within the said garden at all times needfull and conuenient, for the repairing of the part of the said two tenements adioyning next the said garden plot. And the said R. G. for him etc. couenanteth etc. that he the said R. G. his heires or assignes, without fraud or couin, shall within two dayes next insuing the end of any such worke or reparations made and done, in, and vpon the said tenements, make cleane the said garden plot so annoyed at any time by him or his workmen in the time of his said reparations, and the soile thereof to carry away, or cause to be carried away, out and from the said garden plot, at the only costs and charges of the foresaid R. G. his heires executors and assignes. In witnesse, whereof etc.

A Grant of a Wardship by the Queene.

REgina omnibus ad quos &c. salutem. Sciatis quod nos de gratia nra Sect. 327.
speciali, ac ex certa scientia & mero motu nostris, dedimus & concessimus, ac per præsentes quantum in nobis est damus & concedimus dilecto & fideli subdito nostro T. F. generoso, custodiam omnium & singulorum maneriorum, terrarum, & tenementorum, reddit', reuerc', seruic', vis. francipleg',

francipleg', libertatum, aduocation', patronat' Eccleſiæ capit' Cantuarienſ. priorat', feod' milit' & omnium aliorum hereditamentor' quorumcunq; cum omnibus ſuis p'tin' in A. & alibi infra terram noſtram Hibern', quæ nuper fuerunt R. B. de D. defuncti, aut alicuius alterius ſiue aliquorum alior' ad eius vſum ſeiſiti vel ſeiſitorum, & quæ per finem poſt mortem ipſius R. B. ratione minoritatis E. B. filii & hæredis maſcul' de corpor' p'dicti R. B. exeunt', vel ratione cuiuſdam actus parliamenti, vel aliquo alio modo quocunq; ſiue ratione minoritatis dict' E. ad manus noſtr' deuener' ſiue deuenir' debuerunt, ac in manibus noſtris iam exiſtunt, aut exiſtere debent, quouiſmodo infuturum ad manus n'ras deuenient, aut deuenire debent per finem E. R. vxoris dicti R. ratione minoritatis dicti E. necnon cuſtodiam & maritagium dict' E. abſque diſparagac'. Habendum & tenendum cuſtodiam omnium & ſingulorum maneriorum, terrarum, tenementorum, & cæterorum præmiſſorum, vna cum maritagio eiuſdem E. eidem T. E. executoribus & adminiſtratoribus ſuis, durante minoritate dicti E. & quouſque idem E. ad ſuam plenam & legitimam ætatem peruenerit, & in manibus ſuis fore contigerit, & quouſque legalis liberatio prædictorum maneriorum, terrarum, tenementorum, & ceterorum præmiſſorum facta fuerit, ſecundum curſum conſilii terræ noſtr' Hiberniæ. Reddend' inde nobis, hæredibus & ſucceſſoribus noſtris annuatim ad Scaccarium noſtrum Hiberniæ prædict' ad feſtum Sancti Iohannis Baptiſtæ decem libr' legalis monetæ terr' noſtr' p'dict'. Et ſi contingat p'dict' E. obire antequam ad ſuam plenam & legitimam ætatem peruenerit, & antequam idem T. F. executores vel aſſignati ſui effectum maritagii ſui accepit vel acceperunt hærede ſuo, vel hæredibus ſuis infra ætatem exiſtente vel exiſtentibus, tunc de vberiori noſtra gratia damus & concedimus p'f. T. F. executoribus vel aſſignatis ſuis cuſtodiam omnium terrarum, tenementorum & cæterorum præmiſſorum, cum omnibus ſuis pertinentiis (vt p'dictum eſt) ac cuſtodiam & maritagium hæredis vel hæredum infra ætatem exiſtentis vel exiſtentium, durante minoritate huiuſmodi hæred' & ſic de hæredibus in hæredes, quouſque alius, aut huiuſmodi heres ad plenam & legitimam ætatem peruenerit, ac quouſque idem T. executores ſeu aſſignat' ſui effectum maritagii vnius eorum accepit vel acceperunt, abſque aliquo alio computo, ſeu aliquo alio reddit' nobis, hæredibus, vel ſucceſſoribus noſtris reddendo, ſoluendo, aut faciendo. Inſuper ex abundanti gratia noſtra damus & concedimus eidem T. F. cuſtodiam omnium maneriorum, terrarum, tenementorum, & cæterorum hæreditamentorum quorumcunque quæ ad manus noſtras deuenerunt, ſeu deuenire debent ratione cuſtodiæ terrarum & tenementorum prædict', ac ceterorum præmiſſorum, vel ratione minoritatis p'd' E. Eo quod expreſſa mentio &c.

A Grant of a Ward by the Queene.

REgina &c. Sciatis quod nos de gtatia noſtra ſpeciali, ac ex certa ſcien- Sect. 328.
tia & mero motu noſtris, dedimus & conceſſimus, ac per præſentes damus & concedimus dilecto ſeruienti noſtro A. B. vni gromeñ cameræ noſtr̃, wardum & maritagium R. R. filii & hæredis A. R. viduæ defunctæ: Nec non cuſtodiam & gubernationem tam corporis prædicti R. quam omnium terrarum & tenementorum, prat̃, paſcuorum, & paſtur̃ ſuorum quorumcunque, iacenti um & exiſtentium in parochia de B. in comitatu noſtro S. vna cum redditu & proficuo eorundem, modo in dono & diſpoſitione noſtris exiſtent̃, ratione minoris ætatis p̃d' R. Habend' & tenend' wardum & maritagium p̃dict' R. &c. ac cætera præmiſſa cum omnibus & ſingulis ſuis p̃tinen' p̃fat̃ ſeruienti noſtro & aſſignatis ſuis, durante minore ætate p̃dict' R. de dono noſtro, abſque computo ſiue aliquo alio nobis vel hæred' nr̃is pro p̃miſſis reddendo, ſoluendo, vel faciendo. Eo quod expreſſa mentio &c. In cuius rei &c.

A Grant of the marriage of an Heire apparant.

THis Indenture made etc. Betwæne T. S. and W. Y. Witneſſeth, Sect. 329.
that it is couenanted, granted, bargained, and agréed betwæne the ſaid parties, in manner and forme following: that is to ſay, The ſaid T. hath bargained and ſold, and by theſe preſents bargaineth and ſelleth to the ſaid W. the marriage of G. ſonne and heire apparant of the ſaid T. And if the ſaid G. dye before hee bée married by the aſſent of the ſaid W. or his aſſignes, then the ſaid W. ſhall haue the marriages of E. and A. daughters of the ſaid T. or the ſame marriage of the ſaid G. or the marriage of the ſaid daughters, and of either of them to bée had and ſolemnized, at ſuch time or times and place, and with ſuch perſon, as the ſaid W. or his Aſſignes ſhall limit and aſſigne without diſparagement. And the ſaid W. his Executors or Aſſignes ſhall haue the guiding and kéeping of the heire apparant or heire indéed of the ſaid T. from the date of theſe preſents, or aſſoone after as the ſame heire may conuenientlie bée deliuered to the ſame W. or his Aſſignes, bée it male, or female or females, till the ſame heire if it bée male ſhall come to the age of one and twenty yéeres, and if it bée female or females, till they come to the age of ſixteene yeeres. And by all the ſame time the ſame W. and his Aſſignes ſhall finde, and cauſe to bée found to the ſaid Heire or Heires, meat, drinke, and cloth conuenient for his or their degrée: And alſo ſhall finde them to ſchoole and learning conuenient for their ages,

after the discretion of the said W. or his assignes, at the costs and charges of the said W. or his assignes. And the said T. shall cause such a sufficient, sure, and lawfull estate, &c. to the vses and intent following. And in like manner the said A. C. and D. C. C. and F. and their heires, after the said surety of the said Manors, Lands, and Tenements with their appurtenances to them made shall stand seised, of, and in the same Manors, Lands, and Tenements with their appurtenances, to the vses and intents following: that is to say, of the said Manor of T. and of all the said Lands, and Tenements in etc. to the vse of the said W. Y. and his assignes, from the feast of etc. last past before the date of these presents, till the said G. come to the full age of 21. yeares, and after the said G. bee of that age, then to the vse of the said G. and of her that shall happen to be his wife, married by the assignement of the said W. or his assignes, and of the heires of the same G. And of the said manor of Y. and of all the lands and tenements in E. which the same T. promiseth to bee of the yerely value of etc. over all charges, and of the Manor of P. and of all the Lands and Tenements in P to the vse of the said T. S. till the said G. come to the age of 18. yeares, then they to stand seised of the said Manors of Y. and P. and of all the said Lands and Tenements with their appurtenances in Y. E and P. to the vse of the same W. Y. and his assignes, till the said G. come to the age of one and twenty yeares, and after he come to that age, then to the vse of the said G. and his heires for euer: The said W. Y. during his interest, and the said G. and his wife during their interests, yelding for the said Manor of P. to the said T. as long as hee liueth yerely foure pounds at the feasts of etc. And if the said T. S. decease (as God forbid) before the said G. come to the age of eighteene yeares, then they to stand seised of the said Manors of Y. and P and of all the Lands and Tenements in Y. P. and E. immediately from the death of the said T. S. to the vse of the said W. Y. and his assignes till the said G. come to the age of 21. yeares, and after that age, then to the vse of the said G and of her that shall happen to bee his wife, married at the assignement of the said W. or his assignes, and of the heires of the same G. for euer: And of the said Manors of K. F. and S. and of all the said Lands and Tenements in K. F. and S. which Dame A. late wife of the said K. and mother of the said T. S. now holdeth for the terme of her life as her ioynture, to the vse of the same A. for terme of her life, and after her decease to the vse of the said T. S. during his life without impeachment of waste: after his decease to the vse of the said W. till the said G. come to the age of one and twenty yeares, and after that the said G. shall come to the age of one and twenty yeares, then to the vse of the same G. and of his heires for euer: And of the said Manor

noz of C. and of all the reſidue of the ſaid Manoꝛs, Lands, and Tenements with their appurtenances, to the vſe of the ſaid T. S. foꝛ terme of his life, without impeachment of waſte, and after his deceaſe to the vſe of the ſaid W. Y. till the ſaid G. come to the ſaid age of 21. yæres, and after the ſame G. come to the age of one and twenty yæres, then to the vſe of the ſaid G. and of his heires foꝛ euer. And if it happen the ſaid G. to deceaſe befoꝛe he come to the age of 21. yæres, then then ſaid W. Y. and his aſſignes ſhall haue all the ſaid Manoꝛs, Lands, and Tenements with the appurtenances, which he ſhould haue had till the ſaid G. had bæne of the age of 21. yæres, if the ſame G. ſo long had lined, vnto the time the ſaid K. and A. and either of them come to the age of 16. yæres. And if the ſaid G. deceaſe oꝛ be married by the conſent and aſſent of the ſaid W. G. oꝛ his aſſignes, of if the ſaid G. be married by any of their aſſents, and the ſame G. deceaſe beforꝛe carnall copulation betwæne him and his wife: Then the ſaid W. ſhall haue the marriages of the ſaid K. and A. and of either of them being heire apparant oꝛ heire indæd to the ſaid T. S. and the ſaid feoffées ſhall then ſtand ſeiſed of all the ſaid Manoꝛs, Lands, and Tenements, to the vſes and intents following: that is to ſay, The ſaid Manoꝛs of T. and P. and of all the ſaid Lands and Tenements in T. and P. to the vſe of W. till the ſaid daughters and either of them bée of the age of ſirtæne yéres, and they ſhall ſtand ſeiſed of the ſaid Manoꝛs of Y. and of all the ſaid Lands and Tenements in Y. to the vſe of T. S. till the ſaid K. and A. his daughters, and either of them ſhall come to the age of ſirtæne yéres: And after that either of them bée of that age of ſirtæne yéres, then the ſaid feoffées ſhall ſtand ſeiſed of the ſaid Manoꝛs of T. P. and Y. and all the ſaid Lands and Tenements in T. P. and Y. to the vſe of the heires of the ſaid K. and A. of their bodies begotten, and foꝛ lacke of ſuch iſſue, then after the deceaſe of their huſbands, to the vſe of the ſaid T. S. and his heires foꝛ euer: And they ſhall ſtand ſeiſed of the ſaid Manoꝛ of F. K. and S. and of all the ſaid Lands and Tenements in F. K. and S. to the vſe of the ſaid Dame A. foꝛ terme of her life, and after her deceaſe to the vſe of the ſaid T. S. foꝛ terme of his life, without impeachment of waſte, and after his deceaſe, to the vſe of the ſaid W. Y. till the ſame K. and A. ſhall come to the age of ſirtæne yéres, and then to them, and to the heires of their bodies begotten, and foꝛ lacke of ſuch heires, to the vſe of the right heires of the ſaid T. S. foꝛ euer. And of all the reſidue of the ſaid Manoꝛs, Lands, and Tenements, they ſhall ſtand ſeiſed to the vſe of the ſaid T. S. foꝛ terme of his life, without impeachment of waſte, and after his deceaſe to the vſe of the ſaid W. Y. and his execu-

toꝛs, till the ſaid K. and A. and either of them ſhall come to the full age of 16. yeres, and after they and either of them ſhall come to that age, then to the vſe of the ſame K. and A. and of the Heires of their bodies begotten, and foꝛ lacke of ſuch iſſue, to the vſe of the right Heires of the ſaid T. S. foꝛ euer. Prouided alwayes, that it ſhall bee lawfull to the ſaid T. S. to make a Joynture, oꝛ to aſſigne a Joynture in vſe of the Manoꝛ of G. with the appurtenances, to any woman that ſhall hereafter bee his wife, if hee ſhall hap to bee married, to haue to her foꝛ terme of her life onely, oꝛ elſe to make a Gꝛant of an annuity of twenty pounds, oꝛ of a rent charge of twenty pounds, to bee perceiued yeerely of the ſame Manoꝛ, to the ſame woman that ſhall bee his wife, if any ſuch hap to bee, to haue to her foꝛ terme of her life onely, the ſaid couenants notwithſtanding. And if the ſaid G. oꝛ the ſaid daughters, oꝛ any of them being heire apparant oꝛ heire indeed of the ſaid T. S. refuſe to bee married by the ſaid W. Y. oꝛ his Aſſignes, and at his oꝛ their aſſignement: Oꝛ if the ſaid ſonne oꝛ any of the ſaid daughters bee married at the aſſignement of any other perſon than of the ſaid W. Y. oꝛ his Aſſignes, then the ſame W. Y. oꝛ his Aſſignes ſhall haue in recompence of ſuch marriage two hundꝛed pounds of lawfull money, to bee perceiued by the ſame W. oꝛ his Aſſignes, as it will yeerely ariſe of the ſaid Manoꝛs of H. T. and P. and of the ſaid Lands and Tenements in H. T. and P. and E. immediately after the ſame heire that ſo refuſeth to be married by the aſſignement of the ſaid W. Y. oꝛ his Aſſignes, oꝛ that ſhall bee married by the aſſignement of any other perſon then of the ſaid W. oꝛ his Aſſignes, ſhall come to the full age aboue limited. That is to ſay, If it bee male, to the age of twenty and one yeeres, and if it bee female, to the age of ſixteene yeeres. And that the ſaid feoffees immediately from the time that the heire come to ſuch full age aboue limited, ſhall ſtand ſeiſed in the ſame Manoꝛs, Lands, and Tenements, to the vſe of the ſaid W. Y. and his Aſſignes, till the ſame W. Y. oꝛ his Aſſignes haue receiued of the iſſues and pꝛofits of the ſame Manoꝛs, Lands, and Tenements two hundꝛed pounds of lawfull money: And after that two hundꝛed pounds ſo receiued, they ſhall ſtand further ſeiſed to the vſe that the ſame feoffees ſhall take the iſſues and pꝛofits of the ſame Manoꝛs, Lands, and Tenements, till they haue receiued two hundꝛed markes, to bee expended as bee limited by the laſt will of the ſaid T. S. And if he make no will thereof, then it to, etc. And if the ſaid G. K. and A. happen to deceaſe oꝛ euer they be married, and the ſaid T. S. haue no iſſue of his body that may be married, at the aſſignement of the ſaid W. oꝛ his Aſſignes: Then the ſaid W. oꝛ his Aſſignes ſhall haue

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in recompence for ſuch marriage, and for ſuch money as the ſaid T. ſhall haue of the ſaid W. by his two hundred pound to be perceiued, as it will yerely grow immediately after the death of the laſt Heire apparant, or heire indeed of the ſaid T. S. of the iſſues and profits of the ſame manors of H. T. and P. and of the ſaid lands and tenements in H. T. and P. and that the ſaid feoffées ſhall ſtand ſeiſed of the ſame manors, lands, and tenements, to the ſame vſe and intent. And in caſe the ſaid G. deceaſe vnmarried, and the ſaid W. M. marry one of the ſaid daughters vnto the heire apparant of the ſame W. M. and the ſaid T. S. marry againe and haue iſſue male: That then the ſaid feoffées ſhall ſtand ſeiſed of the manors of H. P. and T. and of the lands and tenements in H. P. and T. to the vſe of the ſaid W. and his Aſſignes, vntill they haue receiued of the iſſues and profits of the ſame manors, lands, and tenements, for the marriage of the ſaid ſonne, 300. pounds of lawfull money: For which premiſſes well and truly to be performed on the part of the ſaid T. S. the ſaid W. M. ſhall pay or cauſe to be payed to the ſaid T. 300. markes of lawfull money. In witneſſe whereof &c.

A Grant of Wardſhip and Marriage.

THis Indenture made betweene the moſt excellent Princeſſe, and our moſt dread Soueraigne Lady Elizabeth by the grace of God, etc. of the one party, and G. W. Gentleman of the other party, Witneſſeth, That whereas our Soueraigne Lady, with the aduice of the Maiſter and Councell of her Graces Court of Wardes and Liueries, bee contented and pleaſed, to grant, and by theſe preſents doe commit and grant vnto the ſaid G. W. the Cuſtody, Wardſhip, and marriage of T. H. her Highneſſe Warde, ſonne and heire of G. H. Gentleman deceaſed. And if it fortune the ſaid T. H. to dye before marriage had, or before hee come, or bee of his full age: Then the warde and marriage of his next heire male, and ſo from heire male to heire male being within age, vntill the ſaid G. W. his Executors or Aſſignes, haue taken the effect of the marriage of one of them, without diſparagement, together with one Annuity or yerely rent limited and appointed by the ſaid Maiſter and Counſell, to bee payed yerely to the ſaid G. W. and his aſſignes, by the Queenes Maieſties Feodary of the County of T. for the time being, for, and towards the education and bringing vp of the ſaid heire, or of any his heire or heires males, hereafter happening to come to the cuſtody of the ſaid W. G. or his Aſſignes, by vertue of this preſent Grant, not exceeding the yerely value of ſix pounds. Sect. 330.

And whereas also there doth not appeare at this time, that euery part of the Inheritance of the said T. H. vpon the death of his said Father, is come into the hands and possession of our said Soueraigne Lady, nor certainly in euery parcell of the Inheritance of the said heires, what ought to bee in her Highnesse hands, and possession, because of such dowers, feoffements, and wils, as percase bœne declared in the same: therefore for that our Soueraigne Lady should not bee deceiued in that behalfe, but that her Highnesse should haue perfect knowledge and vnderstanding of all such Manors, Lands, and Hereditaments, which immediately after the decease of any person or persons, or after the yéres finished or ended, or any last will performed, shall discend, reuert, remaine, or come to the said heire in possession or reuersion, and the very best and vttermost true value of them by the yére, the said G. W. hath deliuered a writing indented, hereunto annered, in the which bœne contained and specified all such Manors, Lands, and Hereditaments, and the best and vttermost true value of them, which bœne descended, or hereafter shall descend and come to the said heire in possession or reuersion, as is aforesaid: All which Manors, Lands, and other the Premisses in the same writing indented, bœne valued to the best and vttermost true value of the same. And the said G. W. couenanteth and granteth for him and his assignes by these presents, that one Auditor or Auditors, or any other person or persons, appointed and authorized by the said Master and Counsell for the time being, at the costs and charges of the said G. W. or his Assignes, shall search, view, and value the truth of the same: Vpon the which search, view, and value, if it can bœ proued that the said Manors, Lands, and other the Premisses, or any of them, which shall or ought to descend, reuert, remaine, or come to the said heire in possession or reuersion as aforesaid, bœ omitted and left out of the said writing indented, or else bee found of larger and better yérely value, than in the said writing is limited: Then the said G. W. his Executors or Assignes, shall content and pay vnto our said Soueraigne Lady as much money as the ouerplus of the yérely value of the said Manors, Lands, and Hereditaments so vnder-valued shall amount vnto, aboue the yérely value limited in the same writing indented, if any such shall bœ found vpon the said search and view, after the rate of thrée yéres value, and also as much Money, as the said G. W. or any other to his vse shall perceiue and take of the said Manors, Lands, and Hereditaments, so omitted, and that from the decease of the said G. H. and likewise the value of all the Manors, Lands, and Hereditaments, left out and omitted in the same writing indented, if any such shall bœ found

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vpon the ſearch, view, and value of the ſaid Manors, Lands, and Hereditaments, being of the Inheritance of the ſaid heire, which ſhall happen to diſcend, reuert, remaine, or come to him, before he come and bee of his full age of one and twenty yeeres. And the ſaid G. couenanteth and granteth, for him and his Aſſignes by theſe preſents, that he the ſaid G. W. and his Aſſignes, ſhall not onely bring vp and intertaine the ſaid T. H. and all other his heire or heires males, hereafter happening to bee the Queenes Maieſties Wardes, or comming to the cuſtody of the ſaid G. W. or his Aſſignes, by vertue of the ſaid Grant, in good erudition, vertues, and decent qualities, as to the Queenes honor in that behalfe, and the ſtate of her Highneſſe publike weale appertaineth, but alſo as much as in him and them lyeth, ſhall ſaue and defend all the Manors, Lands, and Hereditaments, of the Inheritance of the ſaid Heire, from all vnlawfull intruſions, incrochments, waſts, decayes, ſpoyles, diſorders, and erpelling of tenants. And if at any time hereafter during the ſaid Grant, any vnlawfull intruſion, incrochments, waſte, decay, ſpoyle, diſorder, or erpelling of tenants be done or made vpon any part or parcell of the ſaid Inheritance, or if any euidences, muniments, or writings concerning the ſame Inheritance, bee imbeazled, withdrawen, concealed, or miſuſed, to the knowledge of the ſaid G. W. or his aſſignes: That then the ſaid G. W. or his Aſſignes, forthwith after knowledge had of any ſuch intruſion, incroehment, waſte, decay, ſpoile, diſorder or erpelling of tenants, imbeaziling, withdrawing, miſuſing of euidences and writings, ſhall certifie the ſame to the ſaid Maſter and Councell for the time being, and receiue and proſecute further order for the reformation thereof, to, and for the aduancement of the Queenes Highneſſe intereſt and right, and for the preſeruation, ſafegard, and tuition of the Inheritance of the ſaid Heire. And the ſaid G. W. couenanteth and granteth, for him, and his Aſſignes by theſe preſents, that neither hee the ſaid G. W. or his Aſſignes, ſhall giue, grant, commit, bargaine or ſell the ſaid grant, or the cuſtodie of the ſaid T. H. nor any other his heire or heires males, comming to the cuſtodie of the ſaid G. W. or his Aſſignes, by vertue of the ſaid grant, vnto any perſon or perſons, being nert of kindred to the ſaid heire, to whom the ſaid Inheritance may diſcend, ne to any other hauing, pretending, or claiming any title or intereſt to the ſaid Inheritance, or any part thereof: Ne ſhall diſpoſe in marriage, or by any perſwaſion indure the ſaid heire to marry, where any caſe of diſparagement, or other detriment, annoyance, or diſorder may riſe, contrary to the order of the Law. And the ſaid G. W. couenanteth and granteth,

granteth, for him and his assignes by these presents, that within one yeere next after the date hereof, he the said G. W. or his assignes, shall repaire to the said Master and Counsell for the time being, for the Queenes Maiesties bill signed, or warrant, for her Highnesse letters Patents concerning the said Grant, and shall prosecute forth, and bring the said letters Patents vnto the Auditor generall of the said Court of Wardes and Liueries to haue the same inrolled, as the same Auditor may haue perfect knowledge and vnderstanding how to charge or deduct the yeerely allowance for the exhortation of the said heire, committed and granted in the same letters Patents at all times when need shal require. In witnesse whereof to the one part of these Indentures, remaining with the said G. W. our said Soueraigne Ladies Seale of her Graces Court of Wardes and Liueries, with the aduise of the Master and Counsell of the same Court, is affixed and set, and to the other part remaining with the Quéene in her Graces Court, the said G. W. hath put to his seale, and subscribed his name the day of etc. in the xxxvij. yeere of our Soueraigne Ladies most gratious raigne, etc.

A Grant of a Ward within age.

Sect. 331. OMnibus &c. I. Comes O. salutem. Sciatis me præfatum Comitem, pro quadam pecuniæ summa mihi per T. M. generosum, præ manibus solut', dedisse, & per præsentes concessisse eidem T. custodiam W. B. filiæ & hærd' R. B. iam defuncti, Ac omnium terrarum, tenementorum, & hæreditamentorum, quæ ad manus meas deuenire poterint, ratione minoris ætatis eiusdem W. post mortem dicti R. qui de me tenuit die quo obiit ꝑ seruitium Militare. Habend' & tenend' custodiam p̄dict', ac maritagium prædict' W. p̄fat' T. & assignat' suis, quousque prædict' W. ad plenam ætatem viginti vnius annorum peruenerit, & quamdiu in manibus meis fore contigerit, seu remanēr deberet. Et si contingat p̄dict' W. obire antequam ad plenam ætatem viginti vnius annorum ꝑuenerit, hæred' suo infra ætatem existent', tunc sciatis me p̄f. Comitem, pro consideratione p̄d', dedisse, & per p̄sentes concessisse p̄f. T. custodiam eiusdem hæred', ac omnium terrarum, tenem̄torum, & hæreditamentorum prædict' vna cum maritagio eiusdem hæredis, & sic de hæred' in hæredem quousq; vnus eorum ad plenam ætatem viginti vnius annorum ꝑuenerit. In cuius &c. Dat'. &c.

A Grant of an Aduowson of a Parsonage &c.

Sect. 332. OMnibus &c. A. P. Dominus P. (aut A. B. Miles, vel armiger,) verus & indubitatus patronus Rectoriæ Ecclesiæ parochialis de N. Eboracen'

cen' diocesis, salutem in domino sempiternam. Noueritis me præfat' A. dedisse &c. dilect' mihi C. P. & E. L. generi, coniunctim & eorum alteri per se diuisim, executoribus & assignat' suis, primam & proximam aduocationem, donationem, collationem, nominationem, præsentationem, liberam q; dispositionem prædict' Rectoriæ Ecclesiæ parochialis de N. Volen', & hoc præsenti scripto meo concedens, qd' bene liceat & licebit dict' B. & E. coniunctim, & eorum alteri per se diuisim, executoribus & assignatis suis ad prædict' Ecclesiam quandocunque, quomodocunq; & qualitercunq; per mortem, resignationem, priuationem, cessionem, permutationem, diuisionem, siue quocunque alio modo, primo & prox. vacari contigerit, aliquem vnum virum honestum & literatum præsentare cæteraque omnia quæ ad patroni munus seu officium spectant perficere pro huiusmodi prima, proxima q; vacatione tant', adeo plene & integre sicut egomet ea in parte facerem si hoc præsens scriptum meum fact' minime fuisset. In cuius &c. Dat' &c.

Of an Aduowson of a Deanry, Prouostship, or Mastership of a College.

REx &c, *(vt supra 327. A.)* ac tenore ꝑsentium damus & concedimus dilectis subditis nostris A. B. & C. D. armig', primam ac proximam aduocationem &c. Decanatus, Præposituræ, Magistri, siue Præfecturæ Collegii nostri de N. in com' nro M. Habendum &c. *vt supra.* Sect. 333.

Of an Aduowson of a Parsonage or Vicarage.

REx &c. salutem. Sciatis quod nos &c. dedimus & concessimus, ac per præsentes damus & concedimus dilectis seruientibus nostris A. B. & C. D. Milit', primam, &c. *vt supra*, Ecclesiæ parochialis *(or if it bee of a Vicarage)* Vicariæ perpetuæ Ecclesiæ de N. in comit' nostro Kanc', Cantuarien' dioces. & nostri patron' pleno iure existen', vel in iure Coronæ nostræ, vel ratione Ducatus nostri Lancastr', vel ex concessione A. B. hac vice tantum &c. Habend' & tenend' prædict' primam &c. præfat' A. B. & C. D. coniunctim vel diuisim, aut eorum assignat', & eorum cuilibet, pro vnica & proxima vacation' eiusdem duntaxat: Ita qd' bene licebit eisdem A. B. & C. D. coniunctim vel diuisim, aut eorum assignat' seu eorum cuilibet, auctorita' præsent' doni & concessionis nræ, vnum aliquem idoneū virum ad dictam Ecclesiam dioces. eiusd', aut alteri iudici in ea parte competenti ꝑsentare, cum primo & proximo ꝑfata Ecclesia (vt præfertur) per mortem, resignationem, priuationem, cessionem, seu quacunque alia Sect. 334.

alia ratione vacare,contigerit. Ac omnia alia & singula quæ circa præmissa necessaria fuerint, seu quomodolibet oportuna, peragere & implere, tam bene, libere,ac integre,quam nos ipsi perageremus,si præsens concessio nra pf.A.B.& C.D.facta non fuisset. In cuius &c.

Of an Aduowson of a Prebend in a College.

Sect.335. REx &c. Sciatis nos de &c. dedisse &c.dilectis nobis T.H.& N.M.primam & proximam aduocationem canonicatus & pbend' in Collegio nro Oxon',vulgariter nuncupat' (**K. Henry the eights College**) ac plenam & integram collation' hm̃di canonicat' & præbendæ pro prima & proxim̃ vacatione eiusdem tantum. Ita q̃ bene licebit eisdem T.H.& N.M. ac eorum vtrique coniunctim & diuisim, executoribus & assign' suis, ac eorum vtrique, canonicatum & præbendam præd' sic (vt præmittitur) primo & proxim̃ vacant' vni alicui p̃sonæ idoneæ,vere & actualit' intuitu charitatis conferre. Nec non literas collationis ad hoc sufficientes & in iure validas facere,sigillare, & tradere, Decanoque & Canonicis dicti Collegii nri pro hm̃di personæ receptione, admission', & installation' rescribere, cæteraq̃ omnia circa p̃missa necessaria facere & exequi pro hm̃di prima vt p̃mittit' ac proxima vacat' tantum,adeo plene &c. *vt supra.* In cuius &c.

A Grant of the next Aduowson of a Parsonage.

Sect.336. OMnibus &c.Noueritis me prædictum T.G. dedisse &c.dilect's mihi in Christo I.C.& R.G.armig' & assignatis suis,primam &c. in comitat' E. Ita quod bene licebit eisdem I. & R. execu:oribus, administr' & assignatis suis quandocunque Ecclesia &c. *vt supra,* vacare contigerit aliquam aliam idoneam person' de qua sibi melius videbit' expedire,ad Rectoriam prædict' sic vacuam nominare & presentar' quousque vna aliqua persona idonea ad nominationem & præsentationem eorund' I. & R. seu eor alterius, executor, administrator, aut assignator suor, seu alterius eor ad eand' Rectoriam cum pertin' admittat', instituat' & inducat' &c. In cuius &c.

A Collation or Donation of a Chappell.

Sect. 337. VNiuersis Christi fidelibus &c. I. N. &e. salut' & sinceram in domino charitatem. Cum Capella libera de R. dictæ diocesis iam vacare, & ad meam donationem pleno iure spectare dignoscit'. Noueritis me prædict' Capell' cum omnibus suis iuribus & pertin' vniuersis dilecto mihi in Christo R.C. clerico, viro tam probo quam literat' donasse

naſſe & conceſſiſſe, ac tenore præſentium ipſum R. in corporalem poſſeſſionem dictæ capellæ cum pertin' inducere. In cuius &c.

A Grant of an aduowſon of a Parſonage in fee.

REx &c. Sciatis quod nos ex gratia &c. dedimus &c. G.R. & R.B. aduocation', donation', liberam diſpoſition', & ius patronat' & preſentandi rectoriæ & eccleſiæ pochialis de D. in com̃ S. Habend' &c. p̃f. G.R. & R.B. hæred' & aſſign' ſuis imperpetuum. In cuius &c. Sect. 338.

An Appropriation of a Parſonage by the Queene.

REgina &c. Sciatis quod nos &c. dedimus &c. Decano & Capitulo Eccleſiæ Cathedralis C. & beatæ M. virginis Wigorn', aduocationem, &c. Rectoriæ & Eccleſiæ parochialis de D. in comit̃ B. Habend' &c. eiſd' Decano & Capitulo & ſucceſſoribus ſuis imperpetuum. Et vlterius ſciatis per præſentes quod nos de &c. ac auctoritate noſtra regia ſuprem̃ & eccleſiaſtica qua nunc fungimur, pro nobis hæred' & ſucceſſoribus noſtris concedimus, & licentiam damus p̃d' Decano & Capitulo & ſucceſſoribus ſuis, quod idem Decanus & Capitulum & ſucceſſores ſui rectoriam & Eccleſiam p̃d', quandocunque per mortem, reſignationem, ſiue depriuationem, aut aliquem alium modum quemcunque vacare contigerit, immediate in ſuos proprios vſus tenere ſibi & ſucceſ. ſuis imperpetuum poſſint & valeant, abſque moleſtation' aut impedimenť noſtro hæredum aut ſucceſſorum noſtr' r̃, & hoc abſque aliqua præſentation', induction', ſiue admiſſion' alicuius incumbentis ad eandem rectoriã extunc impoſterum fiend'. Ac vlterius ex certa ſcientia & mero motu noſtris, ac authoritate noſtra p̃d' qua nunc fungimur, pro nobis, hæredibus & ſucceſſoribus noſtris p̃d' rectoriam & Eccleſiam de D. p̃dict', prout extunc (vt p̃fertur) vacare contigerit, ac omnia & ſingula maneria, meſuagia, terras, tenem̃ta, redditus, reuerſiones ſeruitia, glebas, decimas, oblationes, penſiones, fructus, proficua, commoditates, emolumenť, poſſeſſiones, & hæreditam̃ta quæcunque cum eor̃ p̃tinentiis vniuerſis, tam ſpiritualia quam temporalia eiſdem rectoriæ & Eccleſiæ (ſic vt p̃fertur) vacan' quoquo modo ſpectanť ſiue p̃tinen', p̃d' Decano & Capitulo & ſucceſ. ſuis, ac dictæ Eccl' ſuæ Cathedrali appropriamus, conſolidamus, vnimus & incorporamus. Habend', tenend', gaudend', & conuertendum eaſdem rectoriam & Eccleſiam de D. p̃dicta, ac omnia & ſingula p̃miſſa eiſdem rectoriæ & Eccleſ. ſpectanť & p̃tinen' eiſdem Decano & Capitulo & ſucceſſoribus ſuis vt p̃dict' eſt in proprios vſus ſuos abſque aliqua p̃ſentatione, nominatione, inductione, ſiue admiſſione alicuius incumbentis, aut aliquorum incumbentium ad eand' Eccleſiam extunc impoſterũ fiend'. Teſte &c. Dat̃ &c. Sect. 339.

A Grant of a Stewardſhip for terme of life, with a fee for the ſame, and for counſaile.

Sect. 340. OMnibus &c. T.B. ſalutem. Sciatis me p̄f. T. dediſſe, & per præſentes conceſſiſſe A. R. officium Seneſchall' ſiue Seneſcalciæ omnium & ſingulor̄ dominiorum, maneriorum, & hæreditamentorum meorum de R. F. & C. in Com̄ S. & cuſtodiam ſiue officium tenendi Curiam, Leet̄, viſ. franciplegiorum & ſingulorum curiarum viſ. franciplegiorum & Leetar̄ dominiorum & maneriorum prædict' & eorum cuiuslibet: Ac ipſum A. Seneſchallum meum generalem in curiis meis viſ. francipleg' & Leetarum infra dominia, maneria, & hæreditamenta mea prædict' facio conſtituo, & ordino per p̄ſentes. Habendum, tenend', exercend', & occupand' officium prædict' cum pertinentiis, vna cum omnibus & ſingulis feodis, vadiis, regardis, proficuis, & aduantagiis eidem officio ſpectant̄ ſiue p̄tinentibus p̄f. A. per ſe, vel per ſufficientem deputatum ſuum, ſiue ſufficientes deputatos ſuos pro termino vitæ ipſius A. Et vlterius ſciatis me præfat̄ T. dediſſe, conceſſiſſe, & hoc præſenti ſcripto meo confirmaſſe præfat̄ A. tam pro officio prædict' exercend', & occupand', quam pro bono conſilio ſuo mihi per eundem A. ante hæc tempora impenſo & impoſterum impend' quandam annuitatem ſine annualem redditum centum ſolidorum, exeuntium de & ex omnibus prædict' maneriis, & hæreditamentis meis in R. F. & C. prædict', ad feſta P. &c. annuatim ſoluend' per manus receptor̄, firmatior̄, balliuorum, ſeu collectorum meorum præmiſſorum, durante vita ipſius A. Et ſi contingat, (*vt in clauſ. diſtrictionis, & nomine pœnæ &c.* In cuius.

A Grant of a Stewardſhip of a Corporation to a Noble man with a fee.

Sect. 341. OMnibus &c. R. I. Maior burgi de D. & Communitas eiuſdem burgi ſalut' in domino ſempitern'. Sciatis quod cum anteceſſores noſtri de tempore in tempus per multos annos iam præteritos, reſpicientes res præclaras domi foriſque ab illuſtriſſimis viris, ac dominis domino G. quondam Comite S. auo, & F. nuper Comite S. nobiliſſimo patre præclariſſimi domini G. nunc Com̄ S. domini F. &c. ordinis diui G. equitis aurati, Regiæque Maieſtati à ſacris conciliis honorificentiſſime piiſſimæque geſtis, elegerint & conſtituerint eoſdem Comites Seneſchallos ſiue recordatores ſuos manerii ſiue dominii & ſocæ vill' prædict', ac Cur̄ Letarum, viſus francipleg' villæ & ſocæ prædict', aliarumque rerum ſuarum in villa & ſoca prædict'. Nos vero prædict' nunc Maior & Communitas burgi

prædict'

prædict' animis noſtris recolentes & libr̃ agnoſcentes, quam pie pacifice, iuſte & æque præfat̃ Comit̃ burgum prædict' hominesque eiuſdem Burgi, cum omnibus maneriis, dominiis, terr̃, & tenement̃, & rebus ſuis per totum tempus prædict' rexerint & gubernauerint quantaque beneficia ipſi in burgum p̄d' hominesque eiuſd' ſepius contulerint, p̄dictuſq; nunc Comes etiam nunc indies confert, de cuius probata fidelitate ac ſumma in nos pietate ac benignitate merito plurim̃ confidimus. His conſideratis, dedimus, conceſſimus, & hac præſenti charta noſtra libere confirmauimus præf. nunc Com̃, quem anteceſſ. noſtr̃ annos abhinc circiter trigint̃ ad hoc eligerunt & ordinauer̃, officium Seneſchall' manerii, dominii, ſiue ſocæ de D. præd', Ac omnium Curiar̃, Leetar̃, viſus francipleg', ac omnium alior̃ maneriorũ, dominiorum, terrar̃, tenem̃:or̃, & hæreditam̃:or̃ noſtror̃, & eorum cuiuſlibet infra p̄d' villam, burgum, ſiue ſocam, maneria, dominia, ac cætera p̄miſſa. Ac eundem nunc Com̃ Seneſchall' nr̃um omnium p̄d' nr̃orum maneriorum, dominiorum, & ſocæ p̄d', ac omnium Cur̃, Leetar̃, viſus franc' pleg', terrar̃, tenem̃tor̃, & hæreditamentorum noſtrorum p̄dict' quorumcunq;, & election' & ordination' p̄d' iure optimo plene approbantes & confirmantes, facimus, conſtituimus, ordinauimus & declarauimus per p̄ſentes. Habend', tenend', gaudend', exercend', & occupand' offic' p̄d' cum p̄tin', vna cum omnibus & ſingulis feod', profic', commoditatibus & aduantagiis eidem officio ſpectant̃ ſiue pertinen' præfat̃ G. nunc Com̃ S. per ſe, vel per ſufficientem deputat̃, ſiue ſufficientes deputatos ſuos, ad libitum ſuum, de tempore in tempus eligend' & ſubſtituend', pro termino vitæ ipſius tunc Com̃ tam honorifice, libere, & in tam amplis modo & forma, prout aliquis alius ſiue aliqui alii prædict' officium vnquam habuerint ſiue tenuerint, aut nos illud quoquo modo dare aut concedere poſſumus. Et vlterius ſciatis quod nos in conſideratione præmiſſorum, ac pro officio prædicto exercend' & occupando, damus & concedimus pro nobis & ſucceſſoribus noſtris eidem nunc Com̃ & aſſign' ſuis, quandam annuitatem ſiue annualem reddit̃, &c. exeunt̃ de & ex omnibus maneriis, dominiis, terris, tenementis, & hæreditamentis prædict' cum pertinentiis, ad feſtum Natiuitatis Domini annuatim ſoluend' præfat̃ Comiti, per nos & ſucceſſores noſtros, ſeu per manus receptorum Balliuorum & Collectorum præmiſſorum. Vna cum omnibus, aliis feodis, proficuis, commoditatibus, poteſtatibus, authoritatibus, libertatibus, præheminentiis, & priuilegiis, dignitatibus, & emolumentis quibuſcunque officio prædicto qualitercunque pertin' ſiue ſpectan'. Ac in tam amplis modo & forma, prout aliqui alii, ſeu aliquis alius officium prædictum ante hæc vnquam habuerunt vel occupauer̃, ſiue habuit vel occupauit, aut habere ſeu occupare debuit ſeu potuit: Ac in tam amplis modo & forma, quam idem officium ac cætera præmiſſa cum pertinentiis dari aut concedi poſſunt aut debeant.

beant. Et vlterius conuenimus & concedimus per preſentes, quod ſi contingat prædictam annuitatem ſiue annualem redditum, &c. aut aliquam inde parcellam aretro fore inſolut̃ ad aliquod feſtum feſtorum prædictorum in quo vt prefertur ſolui debeat durante vita præfati nunc Comitis, quod tunc & toties bene liceat & licebit eidem Comiti & aſſignatis ſuis in omnia & ſingula prædict' maneria, dominia, terr', tenementa, & hæreditamenta noſtra cum p̃tinen' intrare & diſtringere, & diſtrictiones ſic ibidẽ captas & habitas, licite aſportare, effugare, & penes ſe retinere donec eidẽ nunc Comiti & aſſignatis ſuis de p̃dict' annuitate ſiue annuali redditu cum omnibus inde arreragiis ſi quæ fuerint, plenarie ſit ſatisfactum & perſolut̃. Humiliter ſupplicantes quatenus p̃fat. Comes p̃dictum officium, annuitat̃ ac cætera p̃miſſa vt teſtimonium noſtræ in illum qualiſcunque gratitudinis certiſſimum à nobis accipere, & nos in illius clientelam ſuſcipere dignetur per p̃ſentes. In cuius rei teſtimonium has literas nr̃as patentes fieri, & eiſdem ſigillum noſtrum commune apponi fecimus. Dat̃ in Guilhalda burgi p̃dict' 4. die &c.

A Grant of Vnderſtewardſhip, or Deputation.

Sect. 342. OMnibus &c. T. P. ſalutem, Cum W. F. per ſcriptum ſuum geren' dat̃ &c. conſtituerit & ordinauerit me præf. T. Seneſc' ſuum dominiorum & manerior̃ ſuorum de B. & S. in Com̃ E. ac omnium cur̃, vic', francipleg', & leetar̃ infra dominia & maneria præd' : Tenend', habend', occupand', & exercend' officium præd' per me, vel per ſufficient̃ deputat̃ meum, ſiue ſufficientes deputatos meos pro termino vitæ meæ cum feodis, vadiis, regardis & proficuis eid' officio ſpectan', aut ab antiquo debit̃ vel conſuet̃ vna cum quodam annuali feodo xl. s̃. pro exercitatione & occupation' officii p̃d' prout in ſcripto p̃d' plenius apparet. Sciatis me p̃f. T. feciſſe, ordinaſſe, & per præſentes conſtituiſſe dilect' mihi R. S. meum deputatum ſiue ſubſeneſchallum dominiorum ſiue maneriorum præd' omnium & ſingularum cur̃ vic'. francipleg' & leetar̃ infra dominia ſiue maneria p̃dict' : habend', tenend', occupand', & exercend' idem officium hm̃di deputat̃ ſeneſchalli eiuſd' R p̃ ſe vel p̃ ſufficientem deputat̃ ſuum, ſeu ſufficientes deputat̃ ſuos ad terminum vitæ mei p̃d' T. p̃cipiendo annuatim durante t̃min' p̃d' pro officio illo exercendo & occupando omnia feoda vadia regarda & proficua eidem officio ſpectantia aut ab antiquo debit̃ vel conſuet̃, vna cum p̃d' annuali redd' xl. s̃. adeo plene & integre, & in tam amplis modo & forma prout egomet nunc aut p̃antea habui, p̃cepi, vſus fui, vel facere conſueui. In cuius &c.

A

A Deputation with authoritie to execute the office of an Aulnageor,

THis Indenture made &c. Betweene &c. Witneſſeth, that the ſaid R. Y. hath deputed, and by theſe preſents doth depute the ſaid W. G. to miniſter, meddle, occupie, and exerciſe his office of Aulnage, and ſeale of woollen clothes, made and hereafter to be made, to be put to ſeale within the Townes of C. aforeſaid, C. D. and Y. in the ſaid County of S. and the Townes of &c. in the County of E. with their members, and within two miles compaſſe of euery of the ſaid Townes, not being in any other mans leaſe or farme, together with the whole Shires, and Countries of etc. the Towne of W. only excepted and reſerued. To haue, vſe, occupy, and exerciſe the ſaid office of Aulnage and ſealing to the ſaid W. G. his executors and aſſignes from the feaſt of, &c. laſt paſt before the date thereof, vnto the end and terme of xiiij. yeares, from thence next and immediately following, and fully to be compleat and ended, with all the whole profits, reuenues, iſſues, and aduantages, that of right ſhall grow and be due to the ſaid W. G. by reaſon of the ſaid office, during the ſaid terme without interruption, medling or diſturbance of the ſaid R. Y. or any other in his name, or by his commandement: For which profits, reuenues, iſſues, and aduantages, to be perceiued, and taken in manner and forme afore expreſſed, the ſaid W. D. couenanteth and granteth for him, his executors and aſſignes, to pay yerely during the ſaid terme of 14. yeares, and for euery of the ſame, ix. li. of good and lawfull money of England, to bee payd to the ſaid R. Y. his executors or aſſignes in the feaſt of etc. by euen portions. And in occupying and exerciſing the ſaid office, during all the ſaid terme of 14. yeares the ſaid W. ſhall not doe, or cauſe to be done any thing contrary to any act, ordinance, or ſtatute, afore this time made, by any Parliament, or hereafter to be made, concerning the ſaid office, whereby the ſaid R. Y. his executors or aſſignes, may run in any contempt, penalty, or danger, towards our ſaid Soueraigne Lord the King, or towards any common perſon or perſons, whereby the ſaid R. Y. may at any time forfeit the ſaid office. Moreouer the ſaid W. G. couenanteth and granteth, to and with the ſaid R. Y. that he the ſaid W. his executors or aſſignes, at euery of the ſaid Feaſts, during the ſaid terme of 14. yeares, and for euery yeere of the ſame ſhall make true certificat and due preſentment vnto the ſaid R. Y. his executors or aſſignes, of all and euery ſuch forfeitures of woollen clothes, as well of broads, as of narrowes, as ſhal come to his hands or knowledge, or to the hands or knowledge of his aſſignes, from time to time, when Sect. 343.

ſuch forfeiture or forfeitures of wœllen clothes ſhall happen to fall, during the ſaid terme of 14. yæres. And it is couenanted and agræd, betwæne the ſaid parties, that the ſaid clothes ſo forfeited, ſhall remaine to the intent and vſes hereafter inſuing, that is to ſay: The one halfe and moity of the ſaid forfeiture or forfeitures, to the vſe of our ſaid Soueraigne Lord, according as it is expreſſed in the Kings Letters Patents made to the ſaid R. H. of the office aforeſaid, and the other moity and halfedell to the vſe of the ſaid parties, equally to be diuided and parted betwæne them, that is to ſay, to the ſaid R. H. his executors or aſſignes the one moity, and to the ſaid W. G. the other moity. And furthermore the ſaid W. G. couenanteth for him, his executors and aſſignes, to and with the ſaid R. H. his executors or aſſignes, that he the ſaid W. his executors or aſſignes nor none other manner of perſon or perſons, in his or their name or commandement, ſhall from thenceforth ſeale any manner of cloth or clothes now made or hereafter to bæ made and to bæ put to ſeale, but only ſuch cloth and clothes, as now are and hereafter ſhall bæ made and clothed within the Shires, Townes and limits aboue ſpecified, and in no other place, during the ſaid terme of fouretæne yæres, any thing to the contrary aboue expreſſed notwithſtanding, and for aſſurance of all and ſingular couenants, grants, and agræments on the behalfe of the ſaid W. his executors and aſſignes well and truly in manner and forme before rehearſed, to be obſerued and kept, the foreſaid W. ſtandeth bounden to the ſaid R. H. in one obligation of C. li. bearing date the day of this Indenture. In witneſſe, &c.

A Grant of a Stewardſhip during pleaſure.

Sect. 344. OMnibus, &c. H. W. miles, Salutem, Sciatis quod ego &c. dedi &c. dilecto mihi T. B. offic' ſeneſchalli omnium dominiorum & maneriorum meorum in comitatu E. & H. ac ipſum T. ſeneſchall' omnium dominiorum, & maneriorum meorum præd' facio, ordino & conſtituo per præſentes: Habendum &c. offic' præd' præfat' T. per ſe vel per ſufficientem deputat' ſuum ſiue ſufficientes deputatos ſuos a feſto S. Michaelis Archang' vltimo præterito, durante bene placito meo cum vad' & feod' xiij. ſolidorum & iiij. denariorum per annum percipiend' annuatim præfat' T. de exitibus, proficuis, & reuentionibus manerii mei de C. in comitatu E. prædict' per manus recept' mei ibid' pro tempore exiſten' ad feſta &c. Mandamus inſuper vniuerſis & ſingulis firmariis, tenentibus & occupat' meis, & eorum cuilibet ibidem quod præf. T. & deputatis ſuis in hac parte de tempore in tempus aſſiſtentes ſint, obedientes & auxiliantes in omnibus prout decet. In cuius, &c.

A Grant of a Bailywicke.

OMnibus &c. R.C.&c. Nouerit vniuerſitas veſtra me de fidelitate circumſpectione & debito obſequio dilecti ſeruientis noſtri C. A. mihi in poſterum impend' plenius confidentem, feciſſe, ordinaſſe & per præſens ſcript̃ meum conſtituiſſe ipſum G. balliuum meum villæ & manerii ſiue dominii noſtri de R. in comit̃ H. ac collector̃, & receptorem, omnium & ſingulorum reddit̃, finium, amerciam' & extract' duarum lætarum ſiue viſ. franciplegiorum noſtrorum ibid' inde, & quorumcunque aliorum proficuorum ratione earund' lætar̃ ſiue viſ. francipleg' qualitercunque emergent̃ ſiue prouenient̃: Habend', tenend', exercend', & occupand' offic' p̃d' eidem G. per ſeipſum quamdiu idem G. erga me ſe bene geſſerit, & fide le compotum de receptis & recipiend' nobis reddiderit, ac ea nobis ſoluerit & plenarie ſatisfecerit. Percipiend' de nobis pro vadiis ſuis annuis xl. s̃. ad feſta &c. equis portionibus p̃ manus meas proprias poſt compotum & plenariam ſolut̃ cuiuſlibet dimid' anni, ac dona, feod', regarda & emolumenta eidem officio debita & conſueta, de receptis præd' ſoluend', Mandans, &c. Sect. 345.

A Grant of the office of Cuſtos rotulorum.

REgina omnibus &c. Salut̃. Cum per literas patentes domini H. 8. nuper regis Angliæ patris noſtri perchariſſimi, geren' dat̃ apud W. 8. die I. ann' regni ſui 28. recitat̃ exiſtit: Quod cum idem nuper Rex de gratia ſua ſpeciali, ex certa ſcientia, & mero motu ſuis, necnon in conſideratione boni & fidelis ſeruitii, qd' dilectus & fidelis tunc ſeruiens ſuus R. W. ſibi ante tunc impendebat, & durant̃ vita ſua impendere intendebat, dederit & conceſſerit per literas patentes prædict' eidem R. W. officium Contrarotuloris omnium & ſingulorum recognic', placitor̃, finium, amerciamentor̃, redemption', manucaptionum, recognic', irrotulament̃ & exemplific', inquiſic', breuium, proceſſ. cuſtomar. & omnium aliorum quorumcunque coram Iuſtic' dict̃ nuper regis vel locum tenent' ſuis, aut locum tenente ſuo in com̃ C. & F. coram Camar̃ eiuſdem nuper regis C. & deputat̃ vel locum tenen' ſuo. Ac etiam coram Eſcaetor̃ dicti nuper regis com̃ C. & Eſcaetor̃ ſuo cr m̃ ſui F. & deputat̃ ſuo, ac etiam coram vic' prædict' nuper Regis & deputat' eius, ſiue ſubuic' dicti nuper regis de F. deputat̃ ſuo. Necnon coram quibuſcunque aliis officiariis, & miniſtr̃ eiuſdem nuper Regis in Com̃ prædict', aut per aliquem, & quoſcunque offic' & miniſtr' ſuos infra eoſdem com̃ ſuos & vtrumque eorundem, aut deputat' vel vniuſcuiuſcunq; officiar̃ p̃d' recipiend', agend', faciend', & exequend' tã indictis com̃ & ſeſſion' in com̃ p̃d' tenend', quam omnibus aliis temporibus anni: Necnon omnium & ſingulor̃ operum edification' & reparac' dict' nuper regis Sect. 346.

beant. Et vlterius conuenimus & concedimus per preſentes, quod ſi contingat prædictam annuitatem ſiue annualem redditum, &c. aut aliquam inde parcellam aretro fore inſolut̃ ad aliquod feſtum feſtorum prædictorum in quo vt prefertur ſolui debeat durante vita præfati nunc Comitis, quod tunc & toties bene liceat & licebit eidem Comiti & aſſignatis ſuis in omnia & ſingula prædict' maneria, dominia, terr', tenementa, & hæreditamenta noſtra cum p̃tinen' intrare & diſtringere, & diſtrictiones ſic ibid̃ captas & habitas, licite aſportare, effugare, & penes ſe retinere donec eid̃ nunc Comiti & aſſignatis ſuis de p̃dict' annuitate ſiue annuali redditu cum omnibus inde arreragiis ſi quæ fuerint, plenarie ſit ſatisfactum & perſolut̃. Humiliter ſupplicantes quatenus p̃fat. Comes p̃dictum officium, annuitat̃ ac cætera p̃miſſa vt teſtimonium noſtræ in illum qualiſcunque gratitudinis certiſſimum à nobis accipere, & nos in illius clientelam ſuſcipere dignetur per p̃ſentes. In cuius rei teſtimonium has literas n̄ras patentes fieri, & eiſdem ſigillum noſtrum commune apponi fecimus. Dat̃ in Guilhalda burgi p̃dict' 4. die &c.

A Grant of Vnderſtewardſhip, or Deputation.

Sect. 342. OMnibus &c. T. P. ſalutem, Cum W. F. per ſcriptum ſuum geren' dat̃ &c. conſtituerit & ordinauerit me præf. T. Seneſc' ſuum dominiorum & manerior̃ ſuorum de B. & S. in Com̃ E. ac omnium cur̃, viſ. francipleg', & leetar̃ infra dominia & maneria præd' : Tenend', habend', occupand', & exercend' officium præd' per me, vel per ſufficient̃ deputat̃ meum, ſiue ſufficientes deputatos meos pro termino vitæ meæ cum feodis, vadiis, regardis & proficuis eid' officio ſpectan', aut ab antiquo debit̃ vel conſuet̃ vna cum quodam annuali feodo xl. s̃. pro exercitatione & occupation' officii p̃d' prout in ſcripto p̃d' plenius apparet. Sciatis me p̃f. T. feciſſe, ordinaſſe, & per præſentes conſtituiſſe dilect' mihi R. S. meum deputatum ſiue ſubſeneſchallum dominiorum ſiue maneriorum præd' omnium & ſingularum cur̃ viſ. francipleg' & leetar̃ infra dominia ſiue maneria p̃dict' : haberd', tenend', occupand', & exereend' idem officium h̃mdi deputat̃ ſeneſchalli eiuſd' R p̃ ſe vel p̃ ſufficientem deputat̃ ſuum, ſeu ſufficientes deputat̃ ſuos ad terminum vitæ mei p̃d' T. p̃cipiendo annuatim durante t̃min' p̃d' pro officio illo exercendo & occupando omnia feoda vadia regarda & proficua eidem officio ſpectantia aut ab antiquo debit̃ vel conſuet̃, vna cum p̃d' annuali redd' xl. s̃. adeo plene & integre, & in tam amplis modo & forma prout egomet nunc aut p̃antea habui, p̃cepi, vſus fui, vel facere conſueui. In cuius &c.

A Deputation with authoritie to execute the office of an Aulnageor,

THis Indenture made &c. Betweene &c. Witneſſeth, that the ſaid R. Y. hath deputed, and by theſe preſents doth depute the ſaid W. G. to miniſter, meddle, occupie, and exercise his office of Aulnage, and ſeale of woollen clothes, made and hereafter to be made, to be put to ſeale within the Townes of C. aforeſaid, C. D. and Y. in the ſaid County of S. and the Townes of &c. in the County of E. with their members, and within two miles compaſſe of euery of the ſaid Townes, not being in any other mans leaſe or farme, together with the whole Shires, and Countries of etc. the Towne of W. only excepted and reſerued. To haue, vſe, occupy, and exerciſe the ſaid office of Aulnage and ſealing to the ſaid W. G. his executors and aſſignes from the feaſt of, &c. laſt paſt before the date thereof, vnto the end and terme of xiiij. yeares, from thence next and immediately following, and fully to be compleat and ended, with all the whole profits, reuenues, iſſues, and aduantages, that of right ſhall grow and be due to the ſaid W. G. by reaſon of the ſaid office, during the ſaid terme without interruption, medling or diſturbance of the ſaid R. Y. or any other in his name, or by his commandement: For which profits, reuenues, iſſues, and aduantages, to be perceiued, and taken in manner and forme afore expreſſed, the ſaid W. D. couenanteth and granteth for him, his executors and aſſignes, to pay yerely during the ſaid terme of 14. yeares, and for euery of the ſame, ir. li. of good and lawfull money of England, to bee payd to the ſaid R. Y. his executors or aſſignes in the feaſt of etc. by euen portions. And in occupying and exerciſing the ſaid office, during all the ſaid terme of 14. yeares the ſaid W. ſhall not doe, or cauſe to be done any thing contrary to any act, ordinance, or ſtatute, afore this time made, by any Parliament, or hereafter to be made, concerning the ſaid office, whereby the ſaid R. Y. his executors or aſſignes, may run in any contempt, penalty, or danger, towards our ſaid Soueraigne Lord the King, or towards any common perſon or perſons, whereby the ſaid R. Y. may at any time forfeit the ſaid office. Moreouer the ſaid W. G. couenanteth and granteth, to and with the ſaid R. Y. that he the ſaid W. his executors or aſſignes, at euery of the ſaid Feaſts, during the ſaid terme of 14. yeares, and for euery yeare of the ſame ſhall make true certificat and due preſentment vnto the ſaid R. Y. his executors or aſſignes, of all and euery ſuch forfeitures of woollen clothes, as well of broads, as of narrowes, as ſhal come to his hands or knowledge, or to the hands or knowledge of his aſſignes, from time to time, when

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ſuch forfeiture or forfeitures of woollen clothes ſhall happen to fall, during the ſaid terme of 14. yeres. And it is couenanted and agreed, betweene the ſaid parties, that the ſaid clothes ſo forfeited, ſhall remaine to the intent and vſes hereafter inſuing, that is to ſay: The one halfe and moity of the ſaid forfeiture or forfeitures, to the vſe of our ſaid Soueraigne Lord, according as it is expreſſed in the Kings Letters Patents made to the ſaid R. H. of the office aforeſaid, and the other moity and halfedell to the vſe of the ſaid parties, equally to be diuided and parted betweene them, that is to ſay, to the ſaid R. H. his executors or aſſignes the one moity, and to the ſaid W. G. the other moity. And furthermore the ſaid W. G. couenanteth for him, his executors and aſſignes, to and with the ſaid R. H. his executors or aſſignes, that he the ſaid W. his executors or aſſignes nor none other manner of perſon or perſons, in his or their name or commandement, ſhall from thenceforth ſeale any manner of cloth or clothes now made or hereafter to bee made and to bee put to ſeale, but only ſuch cloth and clothes, as now are and hereafter ſhall bee made and clothed within the Shires, Townes and limits aboue ſpecified, and in no other place, during the ſaid terme of fouretæne yeres, any thing to the contrary aboue expreſſed notwithſtanding, and for aſſurance of all and ſingular couenants, grants, and agreements on the behalfe of the ſaid W. his executors and aſſignes well and truly in manner and forme before rehearſed, to be obſerued and kept, the foreſaid W. ſtandeth bounden to the ſaid R. H. in one obligation of C. li. bearing date the day of this Indenture. In witneſſe, &c.

A Grant of a Stewardſhip during pleaſure.

Sect. 344. OMnibus, &c. H. W. miles, Salutem, Sciatis quod ego &c. dedi &c. dilecto mihi T. B. offic' ſeneſchalli omnium dominiorum & maneriorum meorum in comitatu E. & H. ac ipſum T. ſeneſchall' omnium dominiorum, & maneriorum meorum præd' facio, ordino & conſtituo per præſentes: Habendum &c. offic' præd' præfat' T. per ſe vel per ſufficientem deputat' ſuum ſiue ſufficientes deputatos ſuos a feſto S. Michaelis Archang' vltimo præterito, durante bene placito meo cum vad' & feod' xiij. ſolidorum & iiij. denariorum per annum percipiend' annuatim præfat' T. de exitibus, proficuis, & reuentionibus manerii mei de C. in comitatu E. prædict' per manus recept' mei ibid' pro tempore exiſten' ad feſta &c. Mandamus inſuper vniuerſis & ſingulis firmariis, tenentibus & occupat' meis, & eorum cuilibet ibidem quod præf. T. & deputatis ſuis in hac parte de tempore in tempus aſſiſtentes ſint, obedientes & auxiliantes in omnibus prout decet. In cuius, &c.

A

A Grant of a Bailywicke.

OMnibus &c. R.C.&c. Nouerit vniuerſitas veſtra me de fidelitate circumſpectione & debito obſequio dilecti ſeruientis noſtri C. A. mihi in poſterum impend' plenius confidentem, feciſſe, ordinaſſe & per præſens ſcript̃ meum conſtituiſſe ipſum G. balliuum meum villæ & manerii ſiue dominii noſtri de R. in comit̃ H. ac collector̃, & receptorem, omnium & ſingulorum reddit̃, finium, amerciam' & extract' duarum lætarum ſiue viſ. franciplegiorum noſtrorum ibid' inde, & quorumcunque aliorum proficuorum ratione earund' lætar̃ ſiue viſ. francipleg' qualitercunque emergent̃ ſiue prouenient̃: Habend', tenend', exercend', & occupand' offic' p̃d' eidem G. per ſeipſum quamdiu idem G. erga me ſe bene geſſerit, & fide le compotum de receptis & recipiend' nobis reddiderit, ac ea nobis ſoluerit & plenarie ſatisfecerit. Percipiend' de nobis pro vadiis ſuis annuis xl.s̃. ad feſta &c. equis portionibus p̃ manus meas proprias poſt compotum & plenariam ſolut̃ cuiuſlibet dimid' anni, ac dona, feod', regarda & emolumenta eidem officio debita & conſueta, de receptis præd' ſoluend', Mandans, &c. Sect. 345.

A Grant of the office of Cuſtos rotulorum.

REgina omnibus &c. Salut̃. Cum per literas patentes domini H. 8. nuper regis Angliæ patris noſtri perchariſſimi, geren' dat̃ apud W. 8. die I. ann' regni ſui 28. recitat̃ exiſtit: Quod cum idem nuper Rex de gratia ſua ſpeciali, ex certa ſcientia, & mero motu ſuis, necnon in conſideratione boni & fidelis ſeruitii, qd' dilectus & fidelis tunc ſeruiens ſuus R. W. ſibi ante tunc impendebat, & durant̃ vita ſua impendere intendebat, dederit & conceſſerit per literas patentes prædict' eidem R. W. officium Contrarotuloris omnium & ſingulorum recognic', placitor̃, finium, amerciamentor̃, redemption', manucaptionum, recognic', irrotulament̃ & exemplific', inquiſic', breuium, proceſſ. cuſtomar. & omnium aliorum quorumcunque coram Iuſtic' dict̃ nuper regis vel locum tenent' ſuis, aut locum tenente ſuo in com̃ C. & F. coram Camar̃ eiuſdem nuper regis C. & deputat̃ vel locum tenen' ſuo. Ac etiam coram Eſcaetor̃ dicti nuper regis com̃ C. & Eſcaetor̃ ſuo cr m̃ ſui F. & deputat̃ ſuo, ac etiam coram vic' prædict' nuper Regis & deputat' eius, ſiue ſubuic' dicti nuper regis de F. deputat̃ ſuo. Necnon coram quibuſcunque aliis officiariis, & miniſtr̃ eiuſdem nuper Regis in Com̃ prædict', aut per aliquem, & quoſcunque offic' & miniſtr' ſuos infra eoſdem com̃ ſuos & vtrumque eorundem, aut deputat' vel vniuſcuiuſcunq; officiar̃ p̃d' recipiend', agend', faciend', & exequend' t̃a indictis com̃ & ſeſſion' in com̃ p̃d' tenend', quam omnibus aliis temporibus anni: Necnon omnium & ſingulor̃ operum edification' & reparac' dict' nuper regis Sect. 346.

infra com̃ prædict'. Cumque etiam idem nup Rex H.8. per literas ſuas patentes p̃d' dederit & conceſſerit eidem R. W. plenam poteſtatem, authoritatem, ac mandatum ſuum ſpeciale ad videndum, legendum, & examinand' omnia & ſingula recorda, rotulos, breuia, retorn' & muniment̃ quecunque coram officiar̃ p̃d' & quolibet eorum capt̃, fact', capiend', faciend', ſeu reman' toties quoties p̃d' R.W. aut eius deputat̃ placuer̃: habend', tenend', & gaudend' & exercend' officium p̃dict' per p̃dict' R.W. aut per deputat̃ ſuum, vel per ſufficient̃ deputat̃ ſuos pro termino vitæ eiuſdem R.W. cum vad' & feodis eidem officio debit̃ & conſuet̃ p̃cipiend' & perſoluend' annuatim de exitibus & reuentionibus dict' nuper regis ex dict' Comitat̃ C. & F. & debit̃ p manus aliquorum aliorum receptorum, balliuorum, firmarior̃, præpoſitorum, tenentium vel occupatorum ſuorum com̃ ſui C. aut F. præd' pro tempore exiſten' ad feſta &c. per equales portiones, vna cum omnibus aliis feod', proficuis, commoditatibus, aduantagiis, libertat̃, & emolument̃ quibuſcunq; prædict' officio Contrarotulatoris debit̃ & conſuet̃, in tam amplis modo & forma prout W. B. defunctus de alta prodit̃ attinct' aut attinctur̃ prædict' in vita ſua habuit, aut deputatus ſuus, ſiue deputat̃ ſui, vel aliquis alius, aut aliqui alii pro officio prædict' exercend' & occupand', habuit & percepit, habuerunt & perceperunt, prout per literas patentes præd' plenius liquet & apparet. Qui quidem R. adhuc ſuperſtes & in plena vita exiſtit, ac de officio præd' & cæter̃ præmiſſis ad præſens ſeiſitus eſt in dominico ſuo vt de libero tenemento pro termino vitæ ſuæ. Sciatis quod nos de fidelitate, induſtria, & diligentia dilect' ſubditi noſtri S. &c. quamplurimum confidentes, de gratia noſtra ſpeciali, ac ex certa ſcientia & mero motu noſtris dedimus & conceſſimus, ac pro nobis, hæred', & ſucceſſoribus noſtris per præſentes damus & concedimus eidem I.S. officium Contrarotulator̃ noſtri, ac hæred' & ſucceſſorum noſtrorum, & omnium & ſingulorum recordorum, placitor̃, finium, amerciamentorum, redemption', manucaptionum, recognition', irrotulament̃, exemplification', inquiſic', proceſſ. breuium, cuſtomar̃ omnium alior̃ quorumcunque coram Iuſtic' noſtris, ac hæred' & ſucceſſorum noſtror̃ C. & deputat̃ vel locum tenen' ſuo, ac etiam coram Eſchaetor̃ noſtro, ac hæred' & ſucceſſor̃ noſtrorum com̃ Ceſtr̃, & Eſcheator̃ noſtro, ac hæred' & ſucceſſorum noſtrorum com̃ noſtri F. & deputat̃ ſuo, ac etiam coram Vic' noſtro, ac hæred' & ſucceſſor̃ noſtrorum & deputat̃ eius, ſiue ſubuic' com̃ noſtri C. ac coram Vic' noſtro, ac hæred' & ſucceſſor̃ noſtrorum com̃ noſtri F. & deputat̃ ſuo: Nec non coram quibuſcunque aliis Officiar̃ & Miniſtr̃ noſtris, ac hæred' & ſucceſſor̃ noſtror̃ in com̃ p̃d', aut p aliquem & quoſcunque officiar̃ & miniſtr̃ noſtros, ac hæred' & ſucceſſorum noſtrorum infra eoſdem com̃ noſtros & vtrunque eorund', aut deputat' vel vnius cuiuſcunque officiar̃ prædict' recipiend', agend', faciend', & exequend' tam in dicto comi-

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tatu & ſeſſion' in com̃ prædict' tenend', quam omnibus aliis temporibus anni: Necnon omnium & ſingulorum operum, ædificationum, & reparationum noſtrarum, ac hæred' & ſucceſſorum noſtrorum infra comitat̃ prædict'. Damus etiam pro nobis, hæred' & ſucceſſor̃ noſtris per præſentes, ac ex certa ſcientia & mero motu noſtris concedimus præfat̃ I. S. plenam poteſtatem & authoritatem, ac mandatum noſtrum ſpeciale per præſent̃ ad videndum, legend', & examinand', omnia & ſingula record', rotulos, breuia, retorn', & muniment̃ quecunq; coram officiar̃ p̃d', & quolibet eorum capt̃, fact' aut capiend', fiend' ſeu remanent̃, toties quoties dict' I.S. aut eius deputat̃ melius videbitur expedire. Ac etiam omnia & ſingula alia exercend' & agend' que ad officiũ contrarotulator̃ p̃tin', ſiue conſuet̃ fuerint faciend'. Habend', tenend', occupand', gaudend', & exercend' officium p̃d' p̃f. I.S. p̃ ſe, aut p̃ deputat̃ ſuũ, vel p̃ ſufficient̃ deput̃ ſuos pro termino vitæ eiuſdem I.S. vna cum omnibus vad' & feod' eidem officio debit̃ aut conſuet̃, aut pertin' ſiue ſpectan', percipiend' & perſoluend' annuatim de exitibus & reuentionibus com̃ nr̃orum C. & F. per manus receptor̃, balliuor̃, firmarior̃, præpoſitor̃, tenentium vel occupator̃ noſtror̃, ac hæred' vel ſucceſſor̃ noſtror̃ p̃d' com̃ nr̃or̃ C. aut F. pro tempore exiſtent̃, ad feſta &c. per æquales portiones, vna cum omnibus aliis feod', proficuis, commoditatibus, aduantagiis, libertat̃, iuribus, prærheminentiis, priuilegiis, & emolument̃ quibuſcunq; dict' offic' contrarotulatoris debit̃ & conſuet, in tam amplis modo & forma, prout R. W. aut W. B. in vita ſua habuer̃, ſeu eorum alter habuit, aut deputat̃ ſuus, ſiue deputat̃ ſui, vel aliquis alius, vel aliqui alii, in, & pro officio p̃d' exercend' & occupand' habuit & p̃cepit, aut habuer̃ & p̃ceper̃, ſeu habere aut percipe̅r debuit vel debuer̃ vllo modo: Eo q; expreſſa mentio, &c. aliquo ſtatut̃ &c. In cuius &c.

A Grant of the Clerkeſhip of Peace.

REx &c. omnibus ad quos, &c. ſalut̃. Sciatis &c. dilecto nobis T.D. de &c. officium ſiue occupation' Clerici pacis, in com̃ noſtro F. ac etiam officium ſiue occupation' Cleric' coronæ noſtræ omnium & ſingularum Seſſion' pacis nr̃æ hæred' & ſucceſſorum noſtrorum coram Iuſtic' ad pacem in dicto com̃ conſeruand' aſſign': Necnon ad diuerſ. felonias, tranſgreſ. & alia malefacta in eodem com̃ audiend' & determinand' aſſignat', aut p̃ nos, hæred', aut ſucceſſor̃ noſtros impoſter̃ in dicto com̃ aſſignand': Ac etiam coram quibuſcunq; Iuſtic' p̃ ſpecialem commiſſion' vel commiſſiones ſpeciales noſtras, hæred' & ſucceſſor̃ noſtrorum ad gaolas in com̃ prædict' aſſignat' & aſſignand', & priſon' in carceribus eiuſd' exiſten' deliberand' de tempore in tempus. Et ipſum T.D. clericum pacis ac dict' coronæ noſtræ in dicto com̃ per totum eundem com̃ coram quibuſcunque Iuſtic Sect. 347.

Iuſtic' noſtris, hæred' & ſucceſſorum noſtrorũ per præſentes facimus, conſtituimus, & ordinamus, ac deputamus: habend', occupand', & exercend' officia ſiue occupation' prædict' eidem T.D. vt clerũ pacis & coronæ in comẽ prædict' per ſe, vel per ſufficient' deputat' ſuum, ſiue deputat' ſuos ſufficient', pro termino vitæ eiuſdem T. D. Habend', recipiend', & percipiend', de, in, & pro officiis ſiue occupationibus præd' exercend', talia vadia & feoda, emolumẽt. proficua & regard', qualia alii Cleric' pacis & Clerici Coron' in aliis comẽ regni noſtri Angl', pro officiis Clerici pacis & Clerici Coronæ, ſiue eorund' alterũ exercend', habent aut habere debent ſeperatim, ſecundum vim, formam, & effectum cuiuſdam actus Parliament' inter alia confect', ædit', & prouiſ. Et inſuper volumus & mandamus per p̃ſentes, ꝙ cuſtos Rotulorũ exiſten' in comẽ p̃d', durant' vita eiuſd' T. his literis noſtris viſis, aut p̃ ipſum cuſtod' ſiue cuſtod' nr̃os in hac parte conceſſione, donatione, ordinatione, & deputatione p̃d' intellect' incontinenter deliberent & tradant, ſeu tradi aut deliberari faciant p̃f. T. vel eius in hac p̃te deputat', ſiue deputat' ſuis, omnia & omnimod' record', memorand', & alia ſcripta, ad dict' officium ſiue occupation' pertinent', ſiue qualitercunq; ſpectan'. Et hoc p̃f. Cuſtos ſiue cuſtod' permittat ſiue permittant ipſum T. ad libitum ſuum ad ſuum uſum, & intereſſe, & omnia & ſingula habere, cuſtodire, retinere, & occupar̃ & officia ſiue occupationes p̃d', in comẽ p̃dict' exercere & gaudere, cum feod', profic', & aduantag', in tam amplis modo & forma, ſicut aliquis alius Clericus pacis aut coron', ſiue aliqui alii cleric' pacis & coron' in aliis comẽ regni nr̃i Angl' temporibus retroactis ab antiquo habuit & p̃cepit, habuer̃ & percepe̅r, abſq; alia contradictione p̃turbatione, ſeu grauamine inde quoquo modo fiend'. Prouiſo ſemper quod idem T. virtute iſtar̃ literar̃ patent̃, aliter quam pro cuſtod' offic' ſeu occupar̃ ſuor̃ p̃d' nullatenus onere̅t ſeu graue̅t, per nos aut hæred' noſtros, abſque aliquo compoto, aut aliquo alio pro officiis ſiue occupationibus p̃dict' nobis aut hæred' noſtris ſoluend' aut faciend': Et abſque fine ſeu feod' ad vſum noſtrum pro præmiſſis, ſeu aliquo præmiſſor̃ reddend', ſoluend' aut faciend': Eo quod expreſſa mentio &c. In cuius rei &c. T. R. apud Weſtm. x. die Martii ann' regni H. 8. nuper Regis Ang' 23. per breue de priuato Sigillo, &c. anno ſupradict'.

A Grant of an office of a Scribe or Regiſter.

Sect. 343. W. Permiſſ. diuina L. Epiſc', dilecto nobis in Chriſto W. ſalut̃ & benedictionem: ob liter̃ ſcientiam & morum honeſtatem quibus apud nos fide dignor̃ teſtimonio penſantes inducimur, vt te fauore beneuolo proſequamur: Offic' igit' Scribæ & Regiſtrarii commiſſariatus ſiue ſequeſtratoris nr̃i generalis totius noſtri Archidiaconatus N. cum omnibus commoditatibus,

commoditatibus, iuribus, feodis, proficuis, & emolumentis quibuſcunque tam de iure quam de conſuetudine Scribæ ſiue Regiſtrar̃ hm̃di offic' qualitercunq; ſpectant̃ & pertin', ſiue debit̃ & debend', tibi damus & concedimus p̃ præſentes. Et te actorum ſcribam hm̃odi officii, ac Regiſtri eiuſdem cuſtod' tenore præſentium præficimus & deputamus, per te, ſeu deputat̃ tuum idoneum quem adiunxeris: occupand', tenend' & habend', &c. Datum ſub ſigill' noſtr̃ quod in promptu iam ad manus habemus, xij. die menſis Nouemb. ann' Dom̃ &c.

A Grant of the office of a Surueyorſhip.

REgina omnibus ad quos &c. Salutem. Sciatis quod nos de fidelitate, induſtria, & prouida circumſpectione dilecti nobis I. T. gen', plurimum confidenat̃ de gracia &c. p̃f. I. T. officium particular̃ ſuperuiſor̃ terr̃ & tenem̃t̃ omnium & ſingulorum honor̃, caſtrorum, dominiorum, manerior̃, terr̃, reddit̃ ſeruic', ac omnium aliorum poſſeſſionum & hæredit̃ nr̃, hæred', & ſucceſſor̃ noſtror̃ quorumcunq; in com̃ nr̃o C. ac in omnibus villis & locis quibuſcunq; tam infra libertates quam extra, infra præcinct', limit', & circuit, eiuſdem com̃, in ſuperuiſ. ord', & gubern' cur̃ Scaccarii nr̃i modo exiſtent', ſeu impoſterum quoquo modo exiſtere contingen': Et quæ nuper fuerint in ſuperuiſ. ordine, & gubernac' nup̃ Cur̃ Augment̃ reuention' Coron' Angl', adeo plene, libere, & integre, ac in tam amplis modo & forma, prout I. S. ſiue aliquis particular̃ ſuperuiſor terr̃ p̃dict' in dicto com̃ C. per nomen vnius particular̃ ſuperuiſor̃ terr̃ nuper Cur̃ augmentacion' & reuencion' Coron' Reginæ habuit, tenuit, vel gauiſus fuit, ſeu habere, tenere, vel gaudeꝛ̃ debuit, ac ipſum T. particular̃ ſuperuiſ. terr̃ & tenem̃t̃ p̃d' honorum, caſtrorum, dominiorum, manerior̃, terr̃, tenement̃, reddit̃, & ſeruic', ac aliorum poſſeſ. & hæreditament̃ p̃d' facimus, ordinamus, & conſtituimus p̃ præſentes. Habend', tenend', gaudend', & exercend' officium prædict' p̃f. I. T. per ſe, vel per ſufficient̃ deputat̃ ſuum, ſiue deputat̃ ſuos ſuffic' durante bene placito noſtro, vna cum omnibus proficuis eidem officio quoquo modo ſpectan' & p̃tinen' ſeu incumben'. Et vlterius de ampliori gratia noſtra dedimus & conceſſimus, & p̃ præſentes damus & concedimus eidem I. T. pro exerc' & occupac' offic̃ p̃d', quandam annuitatem ſiue annual' feod' &c. per annum, Ac tot ac tantas denar̃ ſummas pro expenſis ſuis, dum idem I. vel deputat' ſuus in equitand', vel aliter circa negotia officium p̃d' tangen', de tempore in tempus fuerint occupat, quot & quant̃ per diſcretionem T. C. S. & B. baron' Scaccarii noſtri p̃d' videbunt̃ eſſe neceſſar̃ & ſufficien'. Habend', & annuatim percipiend', tam eandem annuitatem ſiue feod' &c. quam dictas denarior̃ ſummas pro expenſis ſuis circa officium præd' vt p̃tertur exponend' præf. I. &c. Sect. 349.

Grants of offices of Chamberlaine of the Eſchequer, Iuſtice in Eyre, Steward, Keeper of Caſtles, Maſter of the game, &c.

Sect. 350. PHilippus & Maria Dei gratia Rex & Regina Angl' &c. Omnibus ad quos præſentes litt̃ peruenerint ſalutem. Cum præclariſſimus pater noſter præfat' Regin', per lr̃as ſuas patentes ſub magno ſigillo ſuo Angl' confect', geren' dat' apud &c. dederit & conceſſerit dilecto conſanguineo ſuo G. Comiti S. iam defunct', ac prædicto & fideli conſanguineo & conſiliario noſtr̃ F. Comiti S. ordinis noſtri Garte Militi, per nomen F. T. filii & hæred' apparentis prædict' G. officia Conſtabular̃ & Ianitoris caſtrorum ſuorum de R. & W. ac officium Seneſchalli dominii & manerii de R. dominii & manerii de M. dominii & manerii de W. Necnon officium Magiſtr̃ de duct' ferarum parci dicti patris noſtri de O. Ac etiam officium Magiſtri de duct' ferar̃ in chacea de M. in Marchia Walliæ. Quæ quidem dominia, maneria, ac cætera præmiſſa adtunc fuer̃ parcell' com̃ dict' patris noſtr̃ March'. Habend', occupand', & exercend' omnia & ſingula prædict' officia præfat' Comit' & F. per ſe, vel per ſufficient' deputat', ſeu ſufficient' deputatos ſuos, durante vita ipſorum Comitis & F. & alterius eorum diutius viuentis: Percipiend' in & pro officiis illis exercend', vad', feod', profic', & commoditates eiſdem officiis, & eorum cuilibet debit' & conſuet', in tam amplis modo & forma, prout aliquis alius, vel aliqui alii, in, & pro eiſdem officiis, ſeu eorum aliquo habuit & percepit, aut habuer̃ vel perceper ad feſta, &c. æquis porcionibus, per manus recepter̃ Com̃ March' pro tempore exiſten', prout per eaſdem literas patentes inter alia plenius liquet & apparet. Et cum p̃dict' pater noſter præfat' Reginæ, per alias literas ſuas patentes ſub magno ſigillo ſuo Angl' confect', geren' dat' &c. dederit & conceſſerit præfat' G. Comit' Salop̃, & prædilecto & fideli conſanguineo & conciliar̃ noſtro F. Comit' Salop̃, per nomen F. T. armig' domini T. filii ſen' dicti G. officium vnius Cameriorum de recept' Scaccarii dicti patris noſtri, ſiue officium vnius Cameriorum de Scaccario eiuſdem patris noſtri, illud, quod E. D. adtunc defunct' nuper habuit & occupauit. Habend', tenend', gaudend', & occupand' officium prædict', vna cum conſtitutione & ordinatione vnius hoſtiariorum de recept̃ prædict' cum accideret, & cum conſtitutionibus & ordinationibus omnium aliorum officiariorum & miniſtrorum eidem officio vnius Camerarior̃ qualitercunque pertinen' ſiue ſpectan' eiſdem Comiti & F. & eorum alteri diutius viuenti, per ſe, vel per ſufficient̃ deputatum ſuum, ſiue deputat̃ ſuos ſufficient̃, pro termino vitæ eorum, & eorum alterius diutius viuentis. Ac cum omnibus iuribus, emolumentis, robis, veſtur̃, & cæteris commoditatibus, aduantagiis, & pertinen' quibuſcunque eidem officio quoquo modo debit̃

debit' & conſuet' ſiue pertinen': Percipiend' in & pro officio illo, talia vad', feod', & regard', eiſdem modo & forma, prout aliquis alius in eod' officio ante hæc habuit & percepit, abſque aliquo compoto, ſeu aliquo alio domino patri noſtro ſeu hæred' ſuis inde reddend', ſoluend', ſeu faciend', prout per eaſdem literas patentes inter alia plenius liquet & apparet. Cumque etiam præclariſſimus frater noſter præfat' Reg næ. Edwardus ſextus nuper Rex Angliæ, per literas ſuas patentes ſub magno ſigillo ſuo Angl' confect', geren' dat' apud Weſtm' &c. dederit & conceſſerit dicto prædilecto & fideli conciliario ſuo conſanguineo noſtro F. Comit' Salop', officium Gardiani & capitalis Iuſtic', ac Iuſtic' ſui Itinerantis, omnium & ſingularum foreſtarum, parcorum, chacearum, & warrennarum ſuarum, cum ſuis pertinen' quibuſcunque vltra Trentam exiſtentium, quæ dicto fratri noſtro præfat' Regin' in iure Coronæ ſuæ, aut ratione alicuius attinctur', eſchaet', forisfact', perquiſitionis, excambii, ſeu quocunque alio modo pertinebant aut ſpectabant, ſeu adtunc impoſterum ad manus dict' fratris noſtri præfat' Regin', hæred' aut ſucceſſorum ſuorum deuenire contigerint: Dantes & concedentes eidem Comiti plenam auctoritatem & poteſtatem tenore dictarum literarum patentium, ac omnia & omnimoda placita, quærelas, & cauſas foreſtarum, parcorum, chacearum, warrennarum prædict', tam de viridi grani, quam de venatione, ac de aliis cauſis quibuſcunque infra eaſd' foreſtas, parcos, chaceas, & warennas, euenien' ſiue emergen', audiend' & determinand'. Cumque etiam prædict' frater noſter per eaſdem literas patentes dederit & conceſſerit eidem Comiti officium Cuſtod' & Magiſtri de duct' omnium & ſingular' ferarum ſuar' infra eaſdem foreſtas, parcos, chaceas, & warrennas, & eorum quemlibet ſeu quamlibet adtunc exiſten', & impoſterum exiſtend'. Cumque vlterius prædict' frater noſter per eaſdem literas patentes dederit & conceſſerit præfat' Comiti, omnia & ſingula eaſdem feod', regard', proficua, reũſiones, aduantagia, commoditat', & emolumenta quæcunque p̃d' officiis. & eorum cuilibet quoquo modo p̃tin' ſiue ſpectan', habit', vſitat', debit', inciden', ſiue conſuet', in tam amplis modo & form' &c. prout A. B. adtunc defunct', aut aliquis alius, ea ſiue earum aliq̃' antea habuit, percepit, ſeu gauiſus fuit, ſiue aliqui alii, ea ſeu eorum aliq; antea habuer', perceperunt, ſeu gauiſi fuerunt. Quæ quidem officia ac cætera p̃miſſa in dict' literis patent' geren' dat' dicto &c. expreſſ cum ſuis p̃tin', adtunc poſt mortem naturalem prædicti A. B. in manibus & diſpoſitione dicti fratris noſtri extiterunt, & exiſtere deberent. Habend', occupand', gaudend', & exercend' officia prædict', & eorum quodlibet, ac omnia & ſingula cætera præmiſſ. cum ſuis pertin' præfat' Comit', per ſe, vel per ſufficient' deputat' ſuum, ſiue deputat' ſuos ſufficient' durant' vit' ipſius Comitis, Cumque inſuper præd' frater noſt̃r per eaſdem literas patentes dede-

rit & conceſſerit eidem Comiti, pro exercitio & occupation' offic' prædict' gardiani & Iuſticiar' dicti fratris noſtri Itinerant' antedict', & cæter' præmiſſorum quandam annuitatem ſiue annualem redditum cent librar' ſterling'. Habend', tenend', gaudend', & annuatim percipiend' prædict' annuitatem ſiue annualem redditum præfat' Comiti durant' vita ſua, de Theſ. dicti fratris noſtri, hæred' & ſucceſſorum ſuorum per manus Theſaur' cameræ ſuæ hæred' & ſucceſſorum ſuorum pro tempore exiſtent', aut per manus huiuſmodi perſonæ ſeu aliarum perſonarum, cui vel quibus dict' frater noſter hæred' & ſucceſſor' ſui officium Theſ. prædict', per nomen Theſ. aut per aliud quodcunque nomen illud dare & concedere voluerit, aut aliquis hæred' vel ſucceſſorum dicti fratris noſtri dare & concedere voluerit, ad feſta Sancti Michaelis Archangeli, & Annunciationis beatæ Mariæ Virginis, per equales portiones annuatim ſoluend' vna cum omnibus prædict' aliis vadiis, feodis, regard', proficuis, commoditatibus, aduantagiis, & emolumentis prædict' officio, & eorum cuilibet pertinen', ſpectant', debit', inciden', ſiue conſuet', in tam ampliis mod' & forma, prout prædict' A. B. aut aliquis alius ſiue aliqui alii officium prædict', ſeu eorum aliquod vel aliqua habens ſiue occupans, habentes ſiue occupantes, habuit aut percepit, habuerunt aut perceperunt. Habend', occupand', gaudend', & exercend' officia prædict' & eorum quodlibet, ac omnia & ſingula cætera præmiſſa cum ſuis pertinen' præfat' Comiti, per ſe, vel per ſufficient' deputat' ſuum pro eiſdem & eorum quolibet abſque compoto, ſeu aliquo alio inde dicto fratri noſtro, hæred' vel ſucceſſor' ſuis pro præmiſſis, ſeu aliquo præmiſſor' dand', reddend', ſoluend', vel faciend'. Cumque etiam prædict' frater noſter per eaſdem literas patent' dederit, & conceſſerit pro ſe hæred' & ſucceſſor' ſuis eidem Comiti, plenam poteſtatem & authoritatem faciend', nominand', conſtituend', deputand', & aſſignand', de tempore in tempus durant' vita ſua, omnes & ſingulos Subſeneſchallos, officiar', ac clericos cur' Swannimotor', ac omnes alios clericos & miniſtros in quibuſcunque itineribus, ſeu cur' dict' fratris noſtri de ſtatu ferar', parcor', chacearum, & warrenarum prædict', & eorum ſeu earum cuiuſlibet, tenend', occupand', & exercend', & eos & eorum quemlibet iuxt' diſcretionem eiuſdem Comitis amouend' & expellend', alioſque in ſua vice vel in ſuis vicibus de tempor' in tempus locand', conſtituend' & ponend'. Cumque etiam prædict' frater noſter voluerit & conceſſerit qd' virtute dictar' liter' paten', omnes hm̃di Subſeneſch. clerici, officiarii & Magiſtr', & eorum quilibet de tempore in tempus, haberet, percipere, & gauderet, haberent, perciperent, & gauderent, vadiis, feod', proficuis, regardis, & aduantagiis eis & eorum cuilibet, pro exercitio ſiue occupatione officiorum ſuorum, vel eorum alterius ab antiquo ſolut', debit' & conſuet'. Cumque vlterius prædict' frater noſter per eaſdem literas patentes, dederit & conceſſerit pro ſe, hæred'

red' & ſucceſſoribus ſuis præfat' Comiti, plenam & legitimam poteſtatem & authoritatem, quod ipſe per totam vitam ſuam pro certis finibus ſecum finiend', & ad opus dicti fratris noſtri leuand', licite valeret & potuiſſet de tempor̄ in tempus cuicunque & quibuſcunque ſubditis dicti fratris noſtri licentiam dare ſpecialem, quod ipſe & eorum quilibet licit' facere valerent & valeret quaſcur̄ copicias, omnimod' arborum boſcorum, & ſubboſcorum dicti fratris noſtr̄ infra prædict' foreſtas, parcos, chaceas, & warrennas, aut eorum aliquid creſcen'. Necnon dict' arbores, boſcos, & ſubboſcos in huiuſmodi copiciis creſcen' ſuccidere, proſternere, & abinde cariare facere de tempore in tempus : Ita tamen quod ſucciſiones, proſtration' & abcariationes inde fierent temporibus anni congruis & oportunis, & non in menſibus vetitis, nec in exilium ferarum dicti fratris noſtri ibidem morum facere & manere conſuet'. Ac quod copiciæ huiuſmodi concluderent', prout mos eſt ſecund' aſſiſ. Foreſtæ dicti fratris noſtri & menſur' in eadem vſitat'. Cumque etiam dictus frater noſter per eaſdem literas patentes conceſſerit eidem Comiti, quod dictæ licentiæ per eundem Comitem, modo & forma prædict' adtunc impoſterum cuicunque aut quibuſcunque ſubditis dicti fratris noſtri concedend' eſſent adeo efficaces & validæ in lege & tanti vigoris, prout ſi conceſſ. fuiſſent per dictum fratrem noſtrum hæred' aut ſucceſſ. ſuos, ſub magno ſigillo Angliæ extr' Cancellar' ſuam, prout per eaſdem literas patentes inter alia plenius liquet & apparet. Qui quidem G. nuper Comes iam defunctus exiſtit vt accepimus, quodque prædict' F. nuper Comes S. modo habet & tenet ſibi & aſſign' ſuis, omnia & ſingula officia prædict', ex donis & conceſſionibus prædict' patris & fratris noſtrorum, dict' dominæ Reginæ in forma prædict' fact' & conceſſ. Sciatis quod nos prædicti Rex & Regina, in conſideratione boni veri fidelis & acceptabilis ſeruitii quod prædilectus & fidelis ſeruiens noſter G. T. Miles, dominus T. filius & hæres apparens prædicti conſiliarii & conſang' noſtri F. Comitis Saloꝑ nobis ante hæc multipliciter impendit & quod indies impendere intendit, de gratia noſtra ſpeciali, ac ex certa ſcientia, & mero motu noſtris dedimus & conceſſimus, ac per præſentes pro nobis, hæred', & ſucceſſoribus noſtris damus & concedimus præfat' G. T. Militi, domino T. dict' officia Conſtabular' & Ianitoris prædictor' caſtrorum noſtrorum de Rad. & Wig. ac dictum officium Seneſchall' dicti dominii & manerii de R. ac dominii & manerii de W. dominii & manerii de M. dominii & manerii de E. dominii & manerii de R. dominii & manerii de C. T. dominii & manerii de P. dominii & manerii de N. dominii & manerii de G. dominii & manerii de K. ac dictum offic' cuſtod' parci de W. ac officium cuſtod' eiuſdem parci : Necnon dicti Magiſtri de duct ferarum dicti parci noſtri de O. Ac ipſum G. T. Milit̄ dominum T. Conſtabular' & Ianitorem prædict' caſtrorum noſtrorum de R. & W. ac

Seneſchallum

Seneſchallum dictorum dominiorum maneriorum & parcor̃ prædict' vltim' ſpecificat̃ & eorum cuiuſlibet facimus, ordinamus, & conſtituimus per præſentes. Habendum, gaudend', occupand', & exercend', oæmnia & ſingula prædicta officia Conſtabular' & Ianitoris prædict' caſtrorum noſtrorum, ac Seneſchallum dictorum dominiorum, maneriorum, & parcorum prædict' vltime ſpecificat', & eorum cuiuſlibet præfat' G. T. Militi domino T. per ſe, vel per ſufficient' deputatum ſuum, ſiue deputat' ſuos ſufficientes, immediate poſt mortem dicti prædilecti conſiliarii & conſanguinei noſtri F. Comitis S. poſt intereſſe eiuſdem Comitis, de, & in eiſdem officiis prædict' vltim' recitatis complet̃ & expirat̃. Et quam cito dict' officia, vel eorum aliquod per ſurſum redditionem, forisfactur̃, aut aliquo alio modo primo & proxim̃ vacari contigerit, pro term̃ vitæ dicti G. T. Milit' domin' T. Percipiend' annuatim, in, & pro exercitio & occupation' dicti officii vltim̃ ſpecificat' ſeperal' vadia, feoda, proficua, regard', commoditates, & aduantag' eiſdem officiis, ſeu eorum alicui debit̃ & conſuet̃, aut quouiſmodo ſpectan' ſiue pertinen', in tam amplis modo & forma, prout prædict' F. modo Comes Salop̃, aut aliquis alius, ſiue aliqui alii, in, & pro eiſdem officiis, ſeu eorum aliquo habuit aut percepit, aut habuerunt & perceperunt, ad feſta P. & ſancti Michael' Archangel', æquis portionibus annuatim per manus Receptor̃ comit̃ noſtri March. pro tempore exiſten' ſoluend'. Ac etiam ex gratia noſtra ſpeciali, ac pro nobis, hæred', & ſucceſſoribus noſtris prædict' Reginæ, damus & concedimus præfat' G. T. Militi domino T. prædict' offic' vnius Camerariorum Receptorum Scaccar̃ noſtri, ſiue officium Camerariorum de ſcaccario noſtr̃ illud quod prædict' conſiliarius noſtr̃ F. Comes Salop̃ modo habet, & occupat, vna cum conſtitutione & ordinatione vnius hoſtiar̃ recept' prædict' cum acciderit, & cum conſtitutionibus & ordinationibus omnium aliorum officiariorum & miniſtrorum eidem officio vnius Camer̃ qualitercunque ſpectan' ſiue pertinen'. Ac ipſum G. T. Milit̃ dominum T. vnum Camerar̃ de receptis noſtr̃ prædict', ſeu vnum Camerar' de Scaccario noſtro, facimus, ordinamus, & conſtituimus per præſentes: Habend', gaudend', tenend', & occupand' officium prædict' vnius Camerar̃ de recept' ſcaccarii noſtri prædict', vna cum conſtitut' & ordinationibus vnius hoſtiariorum recept' prædict': Ac cum ordinationibus & nominationibus omnium aliorum officiariorum & miniſtrorum eidem officio qualitercunque ſpectan' ſiue pertin' præfat' G. T. Militi domino T. per ſe, vel per ſufficient' deputatum ſuum, ſiue deputat' ſuos ſufficientes immediat̃ poſt mortem dicti prædilecti conſiliarii & conſanguinei noſtri F. Comitis S. vel poſt intereſſe eiuſdem Comitis, de, & in eodem officio complet' & expirat': vel quam cito dictum officium per ſurſum reditionem, forisfacturam, aut aliquo alio modo primo & proxim̃ vacari contigerit,

tigerit, pro termino vitæ suæ dicti G. T. Milit' dom̃ T. vna cum omnibus iuribus, commoditatibus, emolumentis, & proficuis, & cæteris pertinent' quibuscunque eidem officio quoquo modo spectan' siue pertinentibus debit' siue consuet'. Habend',& percipiend' annuatim, in, & pro exercitio & occupatione dicti officii omnia talia feoda & regard' eidem officio quoquo modo incident',spectan' siue pertinen',in tam amplis modo & forma, prout consanguineus & consiliarius noster F. Comes S. aut aliquis alius, siue aliqui alii, in, & pro eodem officio ante hæc tempora habuerunt & perceperunt,habuit aut percepit, absque aliquo compoto, seu aliquo alio nobis, hæred', aut successoribus nostris prædict' Reginæ reddend' vel faciend'. Ac insuper noueritis nos pro consideratione prædict' de gratia nostra speciali, ac ex certa scientia & mero motu nostris dedimus & concessimus, ac per præsentes pro nobis, hæred', & successoribus nostris præfat' Reginæ damus & concedimus præfat' G.T.Milit' domino T.officium gardiani capitalis Iusticiar̃ ac Iustic' nostri itinerantis omnium & singulorum forestarum, parcorum,chacearum, & warrennarum nostrarum, cum suis pertinentiis quibuscunque vltra Trentam existen', quæ nobis & in iure Curiæ nostræ,aut ratione alicuius attinctur̃,escheat',forisfacturæ,perquisitionis,excambii, seu quocunque alio modo pertinen' aut spectan', seu imposterum ad manus nostras hæred' aut successorum nostrorum dictæ reginæ deuenire contigerint siue contigerit.Ac ipsum G. T. Milit' dominum T.gardianum & capitalem Iusticiar̃ nostrum itinerant', omnium & singulorum forestarum,parcorum,chacearum,& warrennarum nostrarum prædictarum vltra Trentam prædictam existen' facimus,ordinamus & constituimus per præsentes: dantes & concedentes eidem G. T. Militi domino T.plenam potestatem & authoritatem tenore præsentium, ad omnia & omnimod' placita,quærelas,& causas forestarum,parcorum,chacearum,& warrennarum prædict', tam de viridi granor̃, quam de venatione, ac de aliis causis quibuscunque infra easdem forestas,parcos,chaceas,& warrennas nostras euenient' siue emergen', audiend' & determinand'. Damus etiam ac per præsentes pro consideratione prædicta,pro nobis,hæredibus, & successoribus nostris præfatæ Reginæ,concedimus præfato G.T. Militi domino T. præfat' offic' custod' & Magistri de duct' omnium & singular̃ ferar̃ nostrarum infra prædict' forest', parcos, chaceas, & warrennas vltra Trentam prædictam, & in eorum quemlibet & quamlibet existen', & imposterum existend, & in eorum quemlibet & quamlibet existen', & imposterum existend'. Ac ipsum G. T. Militem dominum T. custod' & Magistrum de duct' omnium & singularum ferarum nostrarum infra easdem forestas,parcos,chaceas,& warrennas, & infra eorum quemlibet seu quamlibet,existen' & imposterum existend' facimus,ordinamus,& constituimus per præsentes: Habendum,gaudend', exercend', & occupand' prædictum

officium

officium gardiani & capitalis Iuſticiar̃ itinerant̃ omnium & ſingulorum foreſtarum, parcorum, chacearum, & warrennarum prædictarum vltra Trentam prædictam. Necnon prædict' officium cuſtod' & Magiſtri de duct' omnium & ſingularum ferarum noſtrarum infra eaſdem foreſtas, parcos, chaceas, & warrennas prædictas, & eorum quodlibet, cum omnibus iuribus, proficuis, commoditatibus, & aduantagiis quibuſcunque eiſdem officiis & eorum vtrique, vel alicui, modo ſpectan', pertinen', inciden', vel incumben', immediate poſt mortem dicti prædilecti Conſiliarii & conſanguinei noſtri F. comit̃ S. aut poſt intereſſe eiuſdem comit̃, de, & in eiſdem officiis vltim̃ recitat̃, complet̃, & expirat̃, vel quam cito eadem prædict' ſeperalia officia vltime ſpecificat̃, vel eorum aliquod vel aliqua, per ſurſum redditionem vel forisfact' ſeu quocunque alio modo primo & proxim' vacari contigerint vel contigerit præfato G. M. Militi domino T. per ſe, vel per ſufficientem deputat̃ ſuum, ſiue deputat̃ ſuos ſufficient̃, ad terminum & pro termino vitæ naturalis ipſius G. T. Militis domini T. Et vlterius ſciatis quod nos de ampliori gratia, ac ex certa ſcientia & mero motu noſtris dedimus & conceſſimus, ac per præſentes pro nobis, hæredibus, & ſucceſſoribus noſtris præfat̃ Reginæ, damus & concedimus præfato G. T. Militi domino T. pro exercitio & occupatione dictorum officiorum gardiani & capitalis Iuſtic' noſtri Itinerant̃ omnium & ſingulorum prædictorum foreſtarum, parcorum, chacearum, & warrennarum vltra Trentam prædictam, Ac officii cuſtod' & Magiſtri de duct' ferarum noſtrarum infra eaſdem foreſtas, parcos, chaceos, & warrennas, ac cæterorum præmiſſorum vltra Trentam prædictam, quandam annuitatem ſiue annualem redditum centum librarum, legal' monet̃ Angl' &c. Habend', tenend', & gaudend' eandem annuitatem ſiue annualem redditum præfato G. T. Militi domino T. durante vita ſua, de Theſaurario noſtro, hæred' & ſucceſſorum noſtrorum præfatæ Reginæ, per manus Theſaurarii Cameræ noſtræ, hæred' & ſucceſſorum noſtrorum præfat̃ Reginæ pro tempore exiſten', aut per manus cuſtod' Theſauri noſtri, hæred', aut ſucceſſorum noſtrorum, aut per manus huiuſmodi perſon', ſiue illarum perſonarum, cui vel quibus nos, hæred', aut ſucceſſores noſtri præfat' Reginæ officium Theſaurii prædict' per nomen Theſaurii, aut per aliud quodcunque nomen illud dare & concedere volumus, aut aliquis hæred' vel ſucceſſorum noſtrorum dare & concedere voluerit, ad feſta Sancti Michael' Archang. & Annunc' beatæ Mariæ Virginis, per equales porciones annuatim ſoluend' : primo termino ſolutionis inde incipient̃ ad tale feſtum feſtorum prædictorum quod primo acciderit poſt mortem dicti C. S. aut poſt ſurſum redditionem, vel forisfacturam officiorum ſuorum prædict' vltime ſpecificat̃, vna cum omnibus aliis feodis, vadis, regard', proficuis, commoditatibus, aduantagiis, & emolumentis eiſdem officiis, & eorum cuilibet

bet pertinentibus, ſpectan', debit', incident', ſiue conſuet', in tam amplis modo & forma, prout A. B. aut aliquis alius, ſiue aliqui alii eadem officia, ſeu eorum aliquod vel aliqua habens ſiue occupans, habentes ſiue occupantes habuit aut percepit, habuerunt aut perceperunt pro eiſdem & eorum quolibet, abſque compoto, ſeu aliquo alio inde nobis, hæred' ſeu ſucceſſoribus noſtris, dand', reddend', ſoluend', ſeu faciend'. Et vlterius, damus & concedimus pro nobis, hæred', & ſucceſſoribus noſtris præfat' Reginæ per preſentes præfato G. T. Militi domino T. plenam poteſtatem & authoritatem faciend', nominand', conſtituend', deputand', & aſſignand', de tempore in tempus durante vita ſua, omnes & ſingulos Subſeneſchallos, Officiarios, ac Clericos cur' Swanimotorum attachiament', ac omnes alios Clericos & miniſtros in quibuſcunque itineribus ſeu cur' noſtris de ſtatu ferarum, parcorum, chacearum, & warrennarum prædict' & eorum & earum cuiuſlibet, tenend', occupand', & exercend', & eorum quemlibet, iuxta diſcretionem, eiuſdem G. T. Militis domini T. amouend' & expellend', alioſque in ſua vice, vel in ſuis vicibus de tempore in tempus locand', conſtituend', & ponend'. Volumus etiam & concedimus, quod virtute harum literarum noſtrarum patentium, omnes huiuſmodi Subſeneſchalli, Clerici, Officiarii, & Magiſtri, & eorum quilibet de tempore in tempus, habeat, percipiat, & gaudeat, habeant, percipiant, & gaudeant vadiis, feodis, proficuis, regardis, & aduantagiis eis, & eorum cuilibet, pro exercitio ſiue occupatione officiorum ſuorum, vel eorum alicuius ab antiquo ſolut' & conſuet'. Ac etiam ſciatis quod nos de vberiori gratia noſtra dedimus & conceſſimus ac per præſentes pro nobis, hæred' & ſucceſſoribus noſtris præfat' Reginæ, damus & concedimus præfato G. T. Militi domino T. plenam & legitimam poteſtatem & auctoritatem, quipſe per totam vitam ſuam pro certis finibus ſecum fiend', & ad opus noſtrum leuand', licite valeat & poſſit de tempor' in tempus cuicunque & quibuſcunque ſubditis noſtris licentiam dare ſpecialem, quod ipſi & eorum quilibet licite facere valeant & valeat quaſcunque copicias, omnimod' arbor', boſcor', & ſubboſcorum noſtrorum infra prædict' foreſtas, parcos, chaceas, & warrennas, aut infra eorum aliquod creſcent': Necnon dict' arbores, boſcos, & ſubboſcos, in huiuſmodi copiciis creſcent' ſuccidere, proſternere, & abinde cariari facere de tempore in tempus. Ita tamen quod ſucciſiones, proſtrationes, & abcariationes inde fiant temporibus anni congruis & opportunis, & non in menſibus vetitis, nec in excilium ferarum noſtrarum ibidem moram facere, & manere conſuet': Ad quod copiciæ huiuſmodi concludant', prout mos eſt ſecund' Aſſiſam Foreſtæ noſtræ & menſur. in eadem vſitat'. Conceſſimus etiam per præſentes eidem G. T. Militi domino T. quod dictæ licentiæ per eundem G. T. Militem dominum T. modo & form' prædict'

impoſterum

imposterum cuicunque aut quibuscunque subditis nostris concedend', sint adeo efficaces & validæ in lege,& tanti vigoris,prout si concessæ essent per nos, hæred' & successores nostros sub magn' sigillo Angliæ extra Cancellar' nostram.Præcipimus etiam & damus per præsentes, vniuersis & singulis Archiepiscopis, Episcopis, Ducibus, Comitibus, Baronibus, Iusticiar', Militibus, Vicecomitibus, Forestariis, Viridariis, Regardatoribus, Agistator', Woodward',& omnibus aliis Officiariis & fidelibus nostris, tam infra libertates quam extra, tenore præsentium firmiter in mandatis, quod eidem G.T.Milit' domino T.aut deputato siue deputatis suis,in omnibus & singulis præmissis faciend' & exequend' attendentes,assistentes, consulentes, & auxiliantes sint in omnibus prout decet. Eo quod expressa mentio de vero valore annuo,aut de certitudine præmissorum siue eorum alicuius, aut de aliis donis siue concessionibus per nos, vel per aliquem progenitor' dictæ reginæ præfat' G.T.Militi domin' T.ante hæc tempora fact' in præsentibus minim' fact' existit,aut aliquo stat',actu, ordinatione, prouisione, siue restrictione inde in contrarium fact', edit', ordinat', siue prouisis, aut aliqua alia re,causa,vel materia quacunque in aliquo non obstante. In cuius rei testimonium has literas nostras fieri fecimus patentes. Testibus nobis ipsis apud Westmonasterium,&c.

A Grant of the Earle Marshals office and honour, with an annuity.

Sect.351. ELizabeth Dei gratia Angliæ, &c. Omnibus ad quos præsentes literæ peruenerint,salutem. Inspeximus irrotulamentum quarundam literarum patentium, geren' dat' apud Westmonasterium secundo die Ianuarii, anno regni nostri xv. præchariſſimo consanguineo & Conciliar' nostro G. Comiti Salopiæ fact',& in rotulis Cancellar' nostr' irrotulat', in quo continetur vt sequitur. Regina omnibus ad quos, &c. Sciatis quod nos bona laudibil' & acceptabilia seruitia & obsequia quæ præchariſſimus consanguineus & Conciliar' nostr' G. Comes S. nobis ante hæc tempora multipliciter & diuersimodo impendit, indiesque impendere non desistit intimo merito contemplantes,de gratia nostra speciali, & ex certa scientia & mero motu nostris dedimus & concessimus, ac per præsentes pro nobis, hæred', & successoribus nostris damus & concedimus eidem Comiti S. officium Comit' Marischall' Angliæ: Ac ipsum Comitem Salop' Comitem Marischall' Angl',creamus,ordinamus, & constituimus per præsentes, Et ei nomen,stylum,titulum,statum,authoritatem,& honorem Comitis Marischall' Angl', vna cum omnibus & singulis suis officiis commoditatibus, emolument',præheminent',nominationibus, officiis & aliis suis pertinentiis quibuscunque, tam in curiis nostris quam alibi, eidem officio Comitat'

tat̃ Mariſchall' Angliæ qualitercunque ſpectant̃, ſiue de iure ab antiquo pertinent̃, per præſentes damus & concedimus: Ac in eodem officio, ac cæteris præmiſſis eidem officio (vt præmittitur) pertinent̃ ipſum Comitem Salop̃ inueſtimus & corroboramus, in tam amplis modo, poteſtate, & authoritate, prout T. Dux. Norff. nuper de alta proditione attinct', per quam attinctur̃ prædictum officium & diſpoſitio eiuſdem ad manus noſtras deuenit, & in manibus noſtris iam exiſtit: Ac in tam amplis, modo, poteſtate, & authoritate, prout Dux. T. Norff. dum vixit, auus dicti nuper Ducis, aut E. nuper Dux Somerſ. aut I. M. quondam Dux Norff. vel aliquis alius Comes Mariſchallus Angliæ ante hæc tempora officium illud habens ſiue exercens, habuit ſiue exercuit. Habend', tenend', exercend', & occupandum prædictum officium, ac omnia & ſingula authorita', iuriſdictiones, commoditates, & cætera præmiſſa quæcunque eidem officio qualitercunq; pertinentia, ſiue de iure ſpectant̃, eidem Comiti Salopiæ pro termino vitæ ſuæ, per ſe, vel per ſufficient̃ deputatum ſuum, aut per ſufficientes deputatos ſuos, abſque compoto vel aliquo alio nobis, hæredibus, vel ſucceſſoribus noſtris pro officio prædict' & cæteris præmiſſis, ſeu eorum aliquo quouiſmodo reddend', ſoluend', vel faciend'. Damus etiam ac per præſentes pro nobis, hæred', & ſucceſſoribus noſtris concedimus præfat̃ Comiti Salop̃, quod ipſe & quilibet deputatus ſuus ratione dicti officii, habeat, great, & deferat, tam in præſentia noſtra, hæred', ſucceſſorum noſtrorum, quam in abſentia noſtra, hæredum & ſucceſſorum noſtrorum, quendam baculum aureum ad vtrumque finem de nigro annulat̃, & cum ſigno armorum noſtrorum, & hæredum & ſucceſſorum noſtrorum, in ſuperiore fine dicti baculi, & cum ſigno armorum dict' Comitis Salopiæ in inferiori fine eiuſdem baculi ſculpt̃ & ornat̃, licite & impune, abſque impetitione noſtra, hæredum & ſucceſſorum noſtrorum, vel Iuſticiar̃ aut Officiar̃, ſeu aliorum miniſtrorum noſtrorum quorumcunque hæredum vel ſucceſſorum noſtrorum. Et quod idem Comes Salopiæ, vt Comes Mariſchallus Angliæ iuxta nominis ſui decentiam hac præſenti charta noſtra confirmationis poſſit honorificentius ſe habere, dedimus & conceſſimus, ac per præſentes pro nobis, hæredibus & ſucceſſoribus noſtris damus & concedimus, ac hac præſenti charta noſtra confirmationis præfat̃ Comiti Salop̃, pro ſtatu Comitis Mareſchallus Angl' manutenend' quendam annualem redditum viginț librarum. Habend', & annuatim percipiend' dict' annual' reddit̃ xx. libr̃ præfat̃ Comiti Salopiæ, pro termino vitæ ſuæ prædict' de exitibus, proficuis, & reuentionibus hanaperii Cancellar̃ noſtræ, hæredum & ſucceſſorum noſtrorum, prouenien' ſiue creſcen', per manus cuſtodiæ ſiue Clerici eiuſdem hanaperii, aut aliorum occupatorum, receptorum, ſiue perceptorum proficuorum, & exituum eiuſdem hanaperii pro tempore exiſten', ad feſtum Sancti Michaelis Archangeli, & Paſchæ, per æquales

impoſterum cuicunque aut quibuſcunque ſubditis noſtris concedend', ſint adeo efficaces & validæ in lege, & tanti vigoris, prout ſi conceſſæ eſſent per nos, hæred' & ſucceſſores noſtros ſub magn' ſigillo Angliæ extra Cancellar̃ noſtram. Præcipimus etiam & damus per præſentes, vniuerſis & ſingulis Archiepiſcopis, Epiſcopis, Ducibus, Comitibus, Baronibus, Iuſticiar̃, Militibus, Vicecomitibus, Foreſtariis, Viridariis, Regardatoribus, Agiſtator̃, Woodward', & omnibus aliis Officiariis & fidelibus noſtris, tam infra libertates quam extra, tenore præſentium firmiter in mandatis, quod eidem G.T. Milit' domino T. aut deputato ſiue deputatis ſuis, in omnibus & ſingulis præmiſſis faciend' & exequend' attendentes, aſſiſtentes, conſulentes, & auxiliantes ſint in omnibus prout decet. Eo quod expreſſa mentio de vero valore annuo, aut de certitudine præmiſſorum ſiue eorum alicuius, aut de aliis donis ſiue conceſſionibus per nos, vel per aliquem progenitor̃ dictæ reginæ præfat' G.T. Militi domin' T. ante hæc tempora fact' in præſentibus minim̃ fact' exiſtit, aut aliquo ſtat', actu, ordinatione, prouiſione, ſiue reſtrictione inde in contrarium fact', edit', ordinat', ſiue prouiſis, aut aliqua alia re, cauſa, vel materia quacunque in aliquo non obſtante. In cuius rei teſtimonium has literas noſtras fieri fecimus patentes. Teſtibus nobis ipſis apud Weſtmonaſterium, &c.

A Grant of the Earle Marſhals office and honour, with an annuity.

Sect. 351. ELizabeth Dei gratia Angliæ, &c. Omnibus ad quos præſentes literæ peruenerint, ſalutem. Inſpeximus irrotulamentum quarundam literarum patentium, geren' dat' apud Weſtmonaſterium ſecundo die Ianuarii, anno regni noſtri xv. præchariſſimo conſanguineo & Conciliar̃ noſtro G. Comiti Salopiæ fact', & in rotulis Cancellar̃ noſtr̃ irrotulat', in quo continetur vt ſequitur. Regina omnibus ad quos, &c. Sciatis quod nos bona laudibil' & acceptabilia ſeruitia & obſequia quæ præchariſſimus conſanguineus & Conciliar̃ noſtr̃ G. Comes S. nobis ante hæc tempora multipliciter & diuerſimodo impendit, indieſque impendere non deſiſtit intimo merito contemplantes, de gratia noſtra ſpeciali, & ex certa ſcientia & mero motu noſtris dedimus & conceſſimus, ac per præſentes pro nobis, hæred', & ſucceſſoribus noſtris damus & concedimus eidem Comiti S. officium Comit' Mariſchall' Angliæ: Ac ipſum Comitem Salop Comitem Mariſchall' Angl', creamus, ordinamus, & conſtituimus per præſentes, Et ei nomen, ſtylum, titulum, ſtatum, authoritatem, & honorem Comitis Mariſcall' Angl', vna cum omnibus & ſingulis ſuis officiis commoditatibus, emolument', præheminent', nominationibus, officiis & aliis ſuis pertinentiis quibuſcunque, tam in curiis noſtris quam alibi, eidem officio Comitat'

tat̃ Mariſchall' Angliæ qualitercunque ſpectant̃, ſiue de iure ab antiquo pertinent̃, per præſentes damus & concedimus: Ac in eodem officio, ac cæteris præmiſſis eidem officio (vt præmittitur) pertinent̃ ipſum Comitem Salop̃ inueſtimus & corroboramus, in tam amplis modo, poteſtate, & authoritate, prout T. Dux. Norff. nuper de alta proditione attinct', per quam attinctur̃ prædictum officium & diſpoſitio eiuſdem ad manus noſtras deuenit, & in manibus noſtris iam exiſtit: Ac in tam amplis, modo, poteſtate, & authoritate, prout Dux. T. Norff. dum vixit, auus dicti nuper Ducis, aut E. nuper Dux Somerſ. aut I. M. quondam Dux Norff. vel aliquis alius Comes Mariſchallus Angliæ ante hæc tempora officium illud habens ſiue exercens, habuit ſiue exercuit. Habend', tenend', exercend', & occupandum prædictum officium, ac omnia & ſingula authoritat̃, iuriſdictiones, commoditates, & cætera præmiſſa quæcunque eidem officio qualitercunq; pertinentia, ſiue de iure ſpectant̃, eidem Comiti Salopiæ pro termino vitæ ſuæ, per ſe, vel per ſufficient̃ deputatum ſuum, aut per ſufficientes deputatos ſuos, abſque compoto vel aliquo alio nobis, hæredibus, vel ſucceſſoribus noſtris pro officio prædict' & cæteris præmiſſis, ſeu eorum aliquo quouiſmodo reddend', ſoluend', vel faciend'. Damus etiam ac per præſentes pro nobis, hæred', & ſucceſſoribus noſtris concedimus præfat̃ Comiti Salop̃, quod ipſe & quilibet deputatus ſuus ratione dicti officii, habeat, geat, & deferat, tam in præſentia noſtra, hæred', ſucceſſorum noſtrorum, quam in abſentia noſtra, hæredum & ſucceſſorum noſtrorum, quendam baculum aureum ad vtrumque finem de nigro annulat̃, & cum ſigno armorum noſtrorum, & hæredum & ſucceſſorum noſtrorum, in ſuperiore fine dicti baculi, & cum ſigno armorum dict' Comitis Salopiæ in inferiori fine eiuſdem baculi ſculpt̃ & ornat̃, licite & impune, abſque impetitione noſtra, hæredum & ſucceſſorum noſtrorum, vel Iuſticiar̃ aut Officiar̃, ſeu aliorum miniſtrorum noſtrorum quorumcunque hæredum vel ſucceſſorum noſtrorum. Et quod idem Comes Salopiæ, vt Comes Mariſchallus Angliæ iuxta nominis ſui decentiam hac præſenti charta noſtra confirmationis poſſit honorificentius ſe habere, dedimus & conceſſimus, ac per præſentes pro nobis, hæredibus & ſucceſſoribus noſtris damus & concedimus, ac hac præſenti charta noſtra confirmationis præfat̃ Comiti Salop̃, pro ſtatu Comitis Mareſchallus Angl' manutenend' quendam annualem redditum viginț librarum. Habend', & annuatim percipiend' dict' annual' reddit̃ xx. libr̃ præfat̃ Comiti Salopiæ, pro termino vitæ ſuæ prædict' de exitibus, proficuis, & reuentionibus hanaperii Cancellar̃ noſtræ, hæredum & ſucceſſorum noſtrorum, prouenien' ſiue creſcen', per manus cuſtodiæ ſiue Clerici eiuſdem hanaperii, aut aliorum occupatorum, receptorum, ſiue perceptorum proficuorum, & exituum eiuſdem hanaperii pro tempore exiſten', ad feſtum Sancti Michaelis Archangeli, & Paſchæ, per æquales

porciones ſoluend' abſque compoto, ſeu aliquo alio onere nobis, hæredibus, ſucceſſoribus noſtris pro præmiſſis, vel aliquo præmiſſorum, quouiſmodo reddend', ſoluend', vel faciend': Eo quod expreſſa &c. In cuius rei, &c. Teſte Reg. apud Weſtmonaſter &c. per breue de priuato ſigillo. Nos autem tenorem itroſulament literarum patentium prædictarum, ad requiſitionem præfat G. Comitis Salopiæ duximus exemplificand' per præſentes. In cuius rei &c. Teſte me ipſa apud Weſtmonaſter quinto die M. Anu' reg. noſtri xxxiiij.

A Grant for life without impeachement of waſte.

Sect. 352. SCiant &c. quod ego T.G. de N. generoſus, pro certis bonis & rationabilibus cauſis & conſiderationibus me ſpecialiter mouentibus dedi, conceſſi, & per hanc chartam meam indentat confirmaui B.S. viduæ totum illud capitale meſuagium meum cum pertinentiis in T. iuxta N. in comitatu N. Habend' &c. prædict' &c. præfato B.S. & aſſignatis ſuis, pro termino vitæ ipſius B. ad ſolum opus & vſum eiuſdem B. &c. pro termino vitæ ſuæ, abſque impetitione alicuius vaſti. Ita quod immediate poſt mortem eiuſdem B. prædict' meſuagium &c. integre reuertant mihi præfat T.G. & hæred' meis imperpetuum. Tenend' de capitalibus dominis feodi, &c. In cuius rei, &c.

A Grant of a Meſuage for life.

Sect. 353. SCiant præſentes & futuri, quod ego Walterus H. de Waitam &c. R.I. &c. vnum meſuagium cum curtilagio & crofto adiacent &c. Habend' prædict' meſuag' &c. præfat R. ad termin' vitæ ſuæ, de me, & hæred' meis, abſque impetitione vaſti. Reddend' inde annuatim mihi & hæred' meis vnam Roſam rubeam (ſi petatur) ad feſtum S. Ioh. Bapt. &c. Et faciendo ſectam curiæ meæ de W. de tribus ſeptimanis in tres, pro omnibus aliis ſeruitiis, exactionibus, & demand', toties quoties dict' curia mea teneri contigerit. Et poſt deceſſum prædict' R. tunc prædict' meſuag' &c. (*vt ſupra*) Et ego vero præfat W. & hæred' mei prædict' meſuag' cum curtilagio &c. prætat R. ad termin' vit ſuæ per ſeruic' ſuperius dicta & expreſſa, contr omnes gentes, warrantizab. tuebimur, & defendemus per præſentes. In cuius rei, &c.

The Collation of a Free chappell.

Sect. 354. REx &c. (*vt ſupra* 327.) liberam Capellam ſanct' S. apud L. in com Linc', Habend' &c. præf. A.B. durante vita ipſius, cum omnibus ſuis iuribus & pertinen' vniuerſis &c. In cuius &c.

A

A Grant for liues.

THis Indenture, &c. Betweene I. C. and F. C and A. his wife, Witneſ- Sect. 355.
ſeth that the ſaid I. in accompliſhment of a couenant and grant contained in a paire of Indentures, bearing date &c. made betwixt R. C. on the one party, and the ſame I. C. on the other party, hath demiſed and granted, and by theſe preſents doth demiſe and grant vnto the ſaid F. and A. all that manor of F. with the appurtenances in the ſaid County, and all and ſingular his lands, tenements, and hereditaments with the appurtenances in F. and B. in the ſaid County, the villeins regardant to the ſaid Manor, and all and ſingular the boundayes and worke of the tenants and farmers there, for the cariage of coales, alwayes forepriſed, excepted, and reſerued vnto the ſaid I. C. his heires and aſſignes. To haue and to hold the ſaid Manor of F. and all and ſingular other the premiſſes (except before excepted) to the ſaid F. and A. for, and during the naturall liues of the ſaid F. and A. and the longer liuer of them. Yeelding and paying therefore yearely during the naturall life of the ſaid I. C. vnto the ſaid I. C. and his aſſignes, xx. li. of lawfull Engliſh money, at the feaſt of &c. And if it happen the ſaid yearely rent, or any part thereof to be behind and not payed by the ſpace of xl. dayes after either of the ſaid feaſts, in which it ought to be payd, and the ſame being lawfully demanded: That then and from thenceforth it ſhall be lawfull for the ſaid I. C. and his aſſignes to enter into the premiſſes, and not onely to diſtraine for the ſaid rent, and euery part thereof, ſo being arrere and vnpayed, but alſo for the ſumme of fiue pounds of lawfull Engliſh money in nomine pœnæ, which they the ſaid F. and A. granteth to pay to the ſaid I. C. and his aſſignes, ſo often as the ſame yearely rent of xx. li. or any part thereof ſo ſhall be arrere and not payed by the ſpace of forty dayes after the feaſt or feaſts, at which it ought to be payed. And the ſaid F. and A. doe couenant for them &c. that the ſaid F. and A. and the longer liuer of them, ſhall during the ſaid terme of their liues, and the longer liuer of them, vphold, repaire, and maintaine the premiſſes in all manner of charges. And alſo ſhall vphold, repaire, and maintaine the banke and ſeadike, in ſuch manner and forme, as the ſaid I. C. his heires and aſſignes ought to haue done, if theſe preſents had neuer beene had or made. In witneſſe, &c.

The Kings Collation of a Prebend made cauſa permutationis.

Sect. 356. HEnricus &c. Sciatis quod cum A. B. Rector Eccleſiæ parochialis de W.N. dioceſis,& C.D.Canonicus in Eccleſia cathedrali ſancti P. L. dioceſis, ac Præbendar̃ præbend' de H.in eadem Eccleſia, intend' (vt aſſerunt) beneficia ſua prædict' ad inuicim permutare: Nos præbendam prædictam ad noſtram donationem ſpectantem ratione temporalium Epiſcopatus Londinenſis in manu noſtra in p̃ſen̄t exiſtentium, præfat̃ A. ex cauſa hm̃di permutationis, dedimus & conceſſimus, ac per præſentes damus & concedimus,&c. Habendum,&c.

A Grant of a Parſonage by the King in pure almes.

Sect. 357. REx &c. (*vt ſupra* 327.) dilectis nobis in X̄po Decan' & Canonicis liberæ Capellæ noſtr̃ Reg. S. Georg' infra Caſtrum noſtrum de W. aduocation' & patronat̃ vicar̃ Eccleſiæ de N.in com̃ H. Habend' &c. præfat̃ Decan',Canonicis, & ſucceſſoribus ſuis imperpetuum, in puram & perpetuam eleæmoſinam, abſque aliquo impedimento, impetitione, perturbatione,moleſtatione,inquietatione,ſeu grauamine noſtr̃,ſeu hæred' noſtror̃, Iuſtic',Eſchaetor̃,Vicecom̃,Coron', aut alior̃ balliuorum, ſeu miniſtrorum noſtrorum, vel hæredum noſtrorum quorumcunque abſque apporto,firm̃, compoto, vel ratiocinio, aut alio proficuo quocunq; nobis vel hæred' nr̃is inde reddend',ſoluend',ſeu faciend': Statut̃ de terris & tenementis ad manum mortuam non ponendis ædito, aut aliquo ſtatuto, de poſſeſſionibus alienigen' fact', ædito,ſiue prouiſo,in contrar̃ non obſtante. Et eo qd' expreſſa mentio de vero valore annuo, aut de certitudine p̃miſſorum, ſeu alicuius eorundem, aut de aliis donis ſiue conceſſionibus p̃fat̃ Canonicis, vel p̃deceſſoribus ſuis,per nos,vel progenitor̃ nr̃os ante hæc tempor̃ factis, in p̃ſentibus minime fact' exiſtit: Aut aliquo ſtatuto,actu,ordinatione, vſu, conſtitutione,reſtrictione,ſiue prouiſione,ædit̃ fact',prouiſis ſeu ordinatis, aut aliqua alia re,cauſa, vel materia quacunq; in contrarium non obſtante. In cuius rei,&c.

A Grant of a Prebend void by Promotion.

Sect. 358. REx &c. ac intuitu charitatis,dediſſe &c. dilect' ſcholari noſtr̃ I.L. Canonicatum in Eccleſia noſtr̃ Cathedral' Sarum, & præbendam de H. in eodem,modo per promotionem dilecti nobis in Chriſto R.T.dudum,ac vltimi Incumbentis eorundem, ad Epiſcopatum N. vacantem, & ad noſtram

ſtram donationem ratione ac in iure prærogatiuæ nr̃æ Reginæ ſpectantem. Habend' & tenend' Canonicatum & præbendam p̃dictam, p̃fat̃ I. ad terminum vitæ ipſius I. vna cum omnibus & omnimodis iuribus, præheminentiis,& pertin' vniuerſis. In cuius &c.

A Grant of a Warren.

REx &c. (*vt ſupra* 327.) dilecto ac fideli noſtro T.M. Militi, quod ipſe & hæred' ſui imperpetuum habeant liberam warrennam in omnibus dominicis terr̃ ſuis de N. in com̃ E. dum tamen terr̃ illæ non ſint infra metas foreſtæ noſtr̃,ita qd' nullus intret terras illas ad fugandū in eis, vel aliquid capiend' quæ ad warrennam pertineat,ſine licentia & voluntate ipſius E.vel hæred' ſuor̃,ſub forisfactura nobis decem librarum. Quare volumus & firmiter præcipimus pro nobis & hæred' noſtris, quod ipſe & hæredes ſui imperpetuum habeant liberam warrennam in omnibus dominicis terris ſuis de N. p̃dict', dum tamen terr̃ ill' non ſint infra metas foreſtæ noſtr̃: Ita quod nullus intret in terras illas ad fugandum in eis, vel aliquid capiend' quæ ad warrennam pertineat, ſine licentia & voluntat' ipſius T. & hæred' ſuorum,ſub forisfactur̃ nobis x.librarum,ſicut prædict' eſt. His teſtibus, &c. Sect. 359.

The Grant of a Prebend in a College.

HEnricus &c.Dilectis nobis I.O. Decano Collegii nr̃i Oxonienſis vulgaliter nuncupati (King Henry the eights College) ac eiuſdem Collegii canonicis,ſalutem. Sciatis &c. (*vt ſupra* 327.) dilect' Capellano noſtro I.B.ſacr̃ Theologiæ Profeſſori,canonicatum ſiue p̃bendam in Collegio nr̃o præd',modo per mortem I.H. vltimi incumbentis ibidem vacantem,atq; ad donationem noſtram pleno iure attinentem. Habend' &c. vna cum hoſpicio qd' idem I. H. ratione dicti canonicat̃ ſiue prebend' nuper poſſidebat. Vobis igitur coniunctim & diuiſim committimus & ſtricte mandamus quatenus p̃f. I.B.ad dictum canonicatum ſiue præbendam, ſtatim (his literis noſtris inſpectis) admittatis, necnon eundem in realem & corporalem poſſeſſion' dicti canonicatus ſiue præbend' iuriumq; & p̃tin' ſuor̃ vniuerſor̃ inducatis prout decet. In cuius,&c. Sect. 360.

A Grant of a Faire.

REx &c. Sciatis quod nos ob ſingularem affectionem & intimam dilectionem, quas penes Reuerendiſſimum in Chriſto patrem I. Archiepiſcopum Cantuarien' Cancellarium noſtrum gerimus & habemus de Sect. 361.

gratia &c. conceſſimus, & hac præſenti charta noſtra confirmauimus pro nobis & hæred' noſtris præfat' Archiepiſcopo quod ipſe & ſucceſſ. res ſui in perpetuum habeant vnam feriam ſiue nundinas apud villam ſuam de S. in com' K. in quodam loco in communia villæ p̄d' vocat' **le Vine**, Eccleſiæ Chriſti Cantuarienſi pertin', ſingulis ann' per tres dies duratur', viz. in vigilia, in die, & craſtin' tranſlationis ſancti N. viz. nono die Maij, cum omnibus libertatibus & liberis conſuetudinibus ad huiuſmodi feriā ſiue nundinas pertinent', dum tamen feriæ ſiue nundin' ill' non ſint ad nocument' vicinar' feriar' ſiue nundinarum Quare volumus &c. *vt ſupra* 359. quod præd' Archiepiſcopus & ſucceſſores ſui imperpetuum habeant & teneant feriam ſiue nundinas prædict' apud prædict' villam de S. in prædict' loco communi villæ prædict' vocat' **le Vine**, ſingulis ann' per tres dies duratur', videlicet, in vigillia, in die, & in craſtino tranſlationis ſancti N. dict' nono die Maij cum omnibus libertatibus & liberis conſuetudinibus, ad huiuſmodi feriam ſiue nundinas pertinentibus, dum tamen feriæ ſiue nundin' illæ non ſint ad nocumentum vicinar' feriar' ſiue nundinarum ſicut prædictum eſt. His teſtibus &c.

A Leaſe to a ſpirituall perſon, with diſpenſation of the Statute **21.** *H.* 8.

Sect. 362. REx &c. Sciatis quod nos &c. R. F. clerico, maneria, dominia, & tenementa noſtra de N. &c. Ac omnia & ſingula ædificia, domos, gardina, terras, tenementa, prata, paſcua, paſturas, boſcos, ſubboſcos ac reditus & ſeruitia omnium & ſingulorum tenent', tam liberorum quam natiuorum, ac tenentium per copias Rotulorum curiæ, & cæterorum tenentium cuſtomariorum, & tenentium ad terminum vit', vel ad terminos annor', ac omnes & ſingulos redditus & firmas ſuper quibuſcunque dimiſſionibus, conceſſionibus, ſiue traditionibus de præmiſſis, vel eorum aliquibus factis quouiſmodo reſeruatos. Et inſuper reuerſiones, fœoda Milit', wardas, maritag', curias, letas, viſus, francipl', & omnia quæ ad viſum francipleg' pertinent, fines, amerciament', exitus, proficua, warrennas, aquas, piſcarias, libertates, franchefias, commoditates, emolumenta, & hæreditamenta noſtra quæcunque cum ſuis pertinentiis dict' maneriis, dominiis, & tenement' de N. &c. & eorum cuilibet, ſiue eorum alicui pertinen' ſiue ſpectant', parcell' aut parcell' eorundem, aut eorum alicuius exiſten', aut fore reputat'. Et vlterius &c. Rectoriam noſtr' Eccleſiæ parochial' de N. &c. Habend' & tenendum omnia & ſingula prædict' maneria, &c. præfato R. & aſſignatis ſuis, pro termino & ad terminum vitæ ipſius R. Tenendum de nobis &c. per &c. pro omnibus ſeruic', redditibus, & demandis, quibuſcunque, &c. Ac inſuper de gratia noſtra prædict', volumus, &

per

per præſentes pro nobis hæred', & ſucceſſoribus noſtris licentiam, facultatemque ſpecialem præfat' R. damus & concedimus, quod idem R. & aſſignati eius, omnia & ſingula prædict' maneria &c. & cætera præmiſſa cum ſuis pertinen' virtute & vigore harum literarum patentium habere, gaudere & tenēr poſſint & valeant pro term̃ vitæ ipſius R. erga nos, hæredes & ſucceſſor̃ noſtros: quodam ſtatuto in anno viceſimo primo regni noſtri ædito, ſpirituales ſeu eccleſiaſticas perſonas concernente atque ſpectante: per quod quidem ſtatutum ordinatum & ſtabilitum exiſtit inter alia quod null' ſpiritualis ſeu eccleſiaſtica perſona ſecularis vel regularis cuiuſcunque gradus exiſtit, deinceps ad firmam recipere poſſit ſibi vel alicui perſonæ vel aliquibus perſonis ad eius vſum, ex dimiſſione ſeu conceſſion' noſtra aut alicuius ſiue aliquarum aliarum perſonarum per literas patentes, indenturas, ſcripta, verba, vel quocunque alio modo, aliqua maneria, terras, tenementa, ſeu alia hæreditamenta ad terminum vitæ, annorum, vel ad voluntatem, ſub pœna in eodem actu expreſſa, non obſtante: Ac quod idem R. & aſſignati ſui, omnia & ſingula maneria prædict', fundos, terras, tenementa, cæteraque præmiſſ. vniuerſa habere, tenere, & occupare poſſit & valeat pro termin' vitæ ipſius R. abſque aliquibus primis fructibus pro præmiſſis, ſeu aliqua inde parcell' nobis hæred', vel ſucceſſoribus noſtris pro eiſdem reddendis ſeu faciendis: aliquo ſtatuto &c. *vt ſupra* 357.

The Gift of a Stewardſhip and Conſtable, and Maſter of a Foreſt.

REx &c. Sciatis quod nos conſiderantes fidelitatem & induſtriam præ- Sect. 363.
dilecti & fidelis conſanguinei noſtri R. &c. ex gratia &c. conceſſimus præfato G. officia Seneſchalli ſiue Seneſchalciæ Honoris noſtri de N. in comitat̃ D. & S. Necnon caſtr̃, villæ, dominii, & manerii noui Caſtri ſuper Tinam, dominiorum & maneriorum de W. & A. ac omnium aliorum caſtrorum, dominiorum, maneriorum, terrarum, & tenementorum noſtrorum in eiſdem Comitat̃, cum pertinentiis, parcell' Ducatus noſtri Lanc': ac eundem G. Seneſchallum omnium officiorum prædict' per præſentes ordinauimus, fecimus, & conſtituimus. Ac etiam conceſſimus eidem G. officium Conſtabularii caſtri noſtri de T. M. & P. magiſtrum Foreſtarum chaceæ noſtr̃ de R. ac Balliuum nouæ libertatis n̄ræ in comitat̃ prædict'. Necnon Magiſtrum de ductu ferarum omnium foreſtarum, chacearum, parcorum, boſcorum, & warrennarum in Comit̃ prædict'. Ac etiam conceſſimus eidem G. plenam authoritatem & poteſtatem ad faciendum nominandum & aſſignandum de tempor̃ in tempus, omnes & omnimodos foreſtarios & cuſtodes dictarum foreſtarum ferarum, chacearum, parcorum, & warrennarum: Ac inſuper dedimus & conceſſimus eidem G. officium

Magistri capitalis Seneschalli Honoris prædict', ac cæterorum præmissorum omnium cum pertinent' Habend', occupand', & exercend', omnia prædicta officia & eorum quælibet vna cum authoritate & potestate prædict' præfat' G. per se vel per suos sufficientes deputatos aut deputatum suum, pro termino vitæ ipsius G. percipiend' annuatim, in, & pro officiis p̄d' & eorum quolibet centum libr' &c. vna cum feodo & vadio ab antiquo debito & consueto, tam eisdem officiis & eorum cuilibet, quam omnibus aliis offic' occupand', p̄ officiar' fiend' & nominand' p̄ p̄f. C. authoritate & potestate suprad', & de exitibus, proficuis & reuentionibus Honoris p̄dict', & cæterorum præmissor' & eor' cuiuslibet prouenient' siue crescent', per manus firmarior', tenentium, receptor' seu alior' officiar' & occupator' eiusdem pro tempore existen', ad &c. vna cum omnibus & omnimodis aliis feodis, proficuis, commoditatibus, libertatibus, & emolumentis quibuscunq̄ officiis prædict' & eorum cuilibet qualitercunque pertin', in tam amplis modo & form̄, prout aliqui alii, siue aliquis alius officia prædict', seu eorum aliquod ante hæc tempora habuerunt siue habuit, occupauerunt vel occupauit, ac in eisdem & in eorum quolibet perceperunt siue percipere debuerunt vel debuit. Eo q̄ expressa mentio de vero annuo valore &c. As you see aboue, Sect. 357.

A Grant of a Stewardship and Surueyorship.

Sect. 364. PRenobilis G. Comes S. dominus Talbot, dominus Furnyual, Verdon, & Strange de Blackmere, dominus Lifftost, &c. Omnibus ad quos hoc præsens scriptum peruenerit, salutem. Sciatis me præf. Comitem, tam pro sincero amore & beneuolentia qua iamdudum affectus sum erga W. W. de R. in comitat' Ebor' generos. de cuius prouida circumspectione, pia sedulitate, ac singulari in hac parte prudentia merito plurim̄ confido, quam pro summa illius tum in me, tum in illustrissimum G. nuper Comitem S. præclarissimam patrem meum obseruantia, fide, studio, officio & pietate, ex mera & spontanea voluntat' mea dedisse & per præsentes concessisse eidem W. W. officium Seneschall' siue Seneschaleiam omnium & singul' domin', manerr', & hæreditament' meor' quorumcunque in seperal' comitatibus E. D. N. H. & B. & custod' siue officium tenendi omnes & omnimodas Cur' baron', letar', vis. franc' pleg', dominior' & manerior' prædict', & eorum cuiuslibet ac gubernationem & superuisionem eorundem. Ac ipsum W. W. generalem ac capital' Seneschall' ac superuisorem meum omnium curiar', dominiorum, maneriorum, & hæreditamentorum meorum prædict', facio, constituo, & ordino per præsentes. Habend', tenend', gaudend', exercend', & occupand' officia præd' cum pertin', vna cum omnibus & singulis feod', vadiis, regardis, proficuis, p̄heminentiis, & aduantagiis eisdem officiis spectan'

ſtan' ſiue pertin' præfat̃ W. W. per ſe, vel per ſufficien' deputat̃ ſuum, ſiue ſufficient̃ deputat̃ ſuos, vel p̃ ſufficient̃ deputatum ſiue deputatos deputati ſiue deputator̃ ſuorum pro quorum factis mihi reſpondere velit, a dat̃ præſent̃ durante &c. Mando inſup̃ vniuerſis & ſingulis balliuis, præpoſit̃, firmariis, tenentibus, & occupatoribus meis p̃miſſ'r̃ & eor̃ cuiliber, q̃ p̃f. W. W. & deputatis ſuis p̃d' in hac part̃ de tempore in tempus aſſiſtentes ſint, obedient̃, & auxiliantes in omnibus, prout decet durant̃ termino p̃d'. In cuius rei teſtimon' huic p̃ſent̃ ſcripto meo ſigill' meum appoſui, dat̃ 23. die D. anno regni dom̃ noſtræ Eliz. Dei gratia Angl', Franc' & Hibern' reginæ fidei defenſor̃ &c. triceſimo tertio, 1592.

A Grant of an Ideot or Lunatike.

REx &c. Sciatis quod cum T. P. filius & hæres H. P. nuper de F. in comitat̃ F. fatuus & Ideot̃ exiſtit a natiuitate ſua, & ea ratione ſui ipſius, ac terr̃, tenementor̃, bonorum & catallor̃ ſuorum regimine vacat & caret, prout coram nobis per teſtimonium fide dignorum probat̃ exiſtit. Nos vero ex &c. volentes eidem T. de vitæ neceſſariis & corporis ſui cuſtod' ſecur̃ prouidere, Dedimus & conceſſimus, ac per præſentes damus & concedimus dilecto nobis in Chriſto H. I. militi pro corpore noſtro cuſtodiam ipſius T. ac omnium terrar̃ & tenementorum reddituum & ſeruitiorum cum pertinentiis, quæ nuper fuerunt p̃d' H. P. & quæ, tam per finem poſt mortem eiuſdem H. quam ratione fatuitatis & Ideoratis dicti T. ad manus noſtras deuenerunt, ſeu deuenire debuerunt aut debent. Habend', gaudend', tenend', & occupand' cuſtodiam corporis dicti T. ac omnium maneriorum, terrarum, tenementorum, & aliorum præmiſſorum &c. p̃f. H. I. hæred' & aſſignat̃ ſuis pro term̃ vit̃ natural' dicti T. P. abſque aliquo compoto ſeu aliquo alio nobis vel hæred' noſtris inde reddend' vel faciend'. Prouiſo ſemp̃ quod dict' H. I. hæred' & aſſignat̃ ſui de exitibus manerior̃, terrarum, tenem̃torum, & cæterorum p̃miſſor̃, inueniat p̃d' T. victualia, & omnia vitæ ſuæ neceſſaria, prout decet in tali caſu, & quod terra & tenem̃ta &c. p̃dict' manuteneant' ſine vaſto vel deſtruction'. Eo qd' expreſſa mentio de vero annuo valore &c. *vt ſupra* 357. Sect. 565.

A Grant of the office of one of the Auditors of the Exchequer.

REx &c. *vt ſupra* 327. In conſideratione boni & fidelis ſeruit̃ quod dilect' ſeruiens noſter G. D. nobis impendit, & impoſterum impender, dedimus & conceſſimus, ac per præſentes damus & concedim̃ eidem C. officium vnius Auditor̃ Scaccarii noſtri, quæ R. S. nuper habuit & occupauit, & Sect. 306.

& in manibus noſtris nunc exiſtit. Habend' & tenend' ꝑd' officium præfat' G. quamdiu ſe bene geſſerit in eodem per ſe vel per ſufficientem deputat' ſuum, cum feod' & vad' eidem officio ab antiquo debit' & conſuetis, vna cum aliis proficuis, commoditat', & aduantagiis eidem officio pertinent' ſiue ſpectan', in tam amplis modo & forma, prout H. F. aut R. S. ſiue aliquis alius, ſiue aliqui alii ante hæc tempora habuit, ꝓcepit, habuerunt ſeu ꝓceperunt. Eo ꝙ expreſſa mentio &c. *vt ſupra* 357.

A Grant of an Auditorſhip.

Sect. 367. OMnibus &c. S. Epiſcopus W. Sciatis nos feciſſe, ordinaſſe, conſtituiſſe, & aſſignaſſe R. R. Auditorem noſtrum ad omnia & ſingula compot̄ omnium receptorum & præpoſitor̄ Balliuorum, firmariorum & aliorum quorumcunq; miniſtror̄ omnium & ſingulorum dominior̄, manerior̄, terr̄ & tenementor̄ nobis computabil' exiſtent' infra regnum Angliæ, audiend', & terminand' : Necnon ad omnia & ſingula q̄ natura compot̄ exigit & requirit faciend' & exequend'. Habend', tenend', exercend' & occupandum officium prædict' pro tempore vitæ ſuæ, per ſe vel per deputatum ſuum : percipiend' de nobis & ſucceſſoribus noſtris pro prædict' officio exercend', occupand', & exequend', pro feodo ſuo annuatim quinque libras, & pro papiro &c. pro rotulis compotor̄ ſuperſcrib. decem ſolidos de exit, proficuis & reuenc' dominiorum, maneriorum, terrarum, & tenementorum noſtrorum prædict' per manus recept', balliuor̄, p̄poſitorum & firmariorum noſtrorum pro tempore exiſtent'. Et etiam damus & concedimus per præſentes præfat' R. R. ſeu eius in hac parte deputat' qui in hm̄odi officio ſuo exercendo occupat' fuerit in eund', equitand', ſiue redeund', viz. quouis die decem denarios pro ſeipſo, ac pro quolibet ſeruiente ipſius R. ſeu eius deputat' ꝑ diem decem denarios, mandantes firmiter omnibus & ſingulis officiariis & miniſtris noſtris p̄d', ꝙ &c. *vt ſupra* 374.

A Grant of the keeping of an Ideot with his lands &c.

Sect. 368. THis Indenture made &c. Betweene the right honourable Sir W. C. Knight, Lord B. Lord Treaſorer of England, and Maſter of the Quænes Maieſties Court of Wards and Liueries, and R. R. Eſquire, Surueyor of the ſame Liueries, for and in the name and behalfe of our ſaid Soueraigne Lady the Quæne, on the one party, and G. P. brother and nert heire of I. P. ideot deceaſed on the other party. Witneſſeth, that where our ſaid Soueraigne Lady is agræd to grant vnto the ſaid G. an Ouſter le maine to bæ had, of, and in certaine Lands and Tene-

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ments holden of our said Soueraigne Lady the Quæne, as of her Graces Castle of T. parcell of her D. of L. by fealty and rent, which to the said G. discended and came in vse, possession or reuersion from the said J. P. as brother and heire of the said J. P. ideot, as in the said Ouster le maine more plainly is contained. Yet for that our said Soueraigne Lady should not bee deceiued, but that her Grace should haue perfect knowledge and vnderstanding of the true value of the said Lands and Tenements, and all other Hereditaments: The said G. hath deliuered the day of the date hereof vnto the said W. L. B. Lord Treasurer of E. and R. R. a writing in parchment indented hereunto annered, wherein bee contained and specified all the Lands and Tenements, and the true yerely value of the same which the said G. willeth or intendeth to haue or shall haue out of the Quænes Maiesties hands or possession by the said Ouster le maine. And ouer that, the said G. P. couenanteth, &c. to, and with, &c. that one Auditor or Auditors by our said Soueraigne Lady to bee assigned, or any Auditor to the Quænes Maiesties Court of Wards and Liueries for the time being, shall at the costs and charges of the said G. and at such time as it shall please our said Soueraigne Lady, her Heires and Successors Kings of this Realme, to appoint by the said Master of her Highnesse Court of Wardes and Liueries, and Surueyor of the same Liueries for the time being, or otherwise, to search, survey, and view as well the true value as the tenure and tenures of the same: vpon which search and view, if it can bee proued that any Manors, Lands, Tenements, and other Hereditaments, whereof the said G. or any other person or persons for him, in his name, or by his consent taketh or hereafter shall or may lawfully take any aduantage, benefit, profit or commodity, by reason or meanes of the said Ouster le maine bee holden of the said Soueraigne Lady by knights seruice in chiefe, or otherwise in socage in chiefe, and bee of more better and larger yerely value, than in the same writing is contained: then our said Soueraigne Lady shall bee by the said G. P. his &c. truly answered and satisfied as well for the tenure as for the yerely value, of all such Lands and Tenements, as shall happen to bee vnder valued and omitted out of the same writing. And also for the concealement and offence in that behalff, the said G. shall content and pay vnto our said Soueraigne Lady into her Graces Court of Wards and Liueries, the double of one yeres value of all the Lands and Tenements so omitted or vnder-valued. And also our said Soueraigne Lady shall and may perceiue and take the whole issues and profits of the lands and tenements so omitted and vnder-valued, vntill the said G. or his assignes shall haue agreed, to and with the said W. Lord B. &c. and R. B. &c. or other

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the Maſters of the Quęenes Court of Wards and Liueries and ſurueyor of the ſame Liueries for the time being, for the ſaid value and ouerplus of the lands, tenements, and hereditaments ſo omitted or vnderualued, and ſhall finde ſufficient ſureties for the payment thereof to the Quęnes Maieſties vſe. And alſo all ſuch other ſummes of money as by the agręement of the ſaid Maſter of the Quęenes Court of Wards and Liueries and Surueyor of the ſame Liueries ſhall bee tared, aſſigned or appointed, any thing herein contained to the contrary notwithſtanding. In witneſſe whereof to the one part of theſe Indentures remaining to and with the ſaid G. The ſaid Wl. &c. and R. R. haue ſet their hands and ſeales: And to the other part of theſe Indentures remaining to the Qu. Maieſties vſe in the ſaid Court of Wards and Liueries, the ſaid G. P. hath ſet his hand and ſeale die & anno ſupraſcriptis.

Valor ſiue extentus annui valoris omnium & ſingulorum maneriorum, terrarum, tenementorum & cæterorum hæreditamentorum quorumcunq; nuper I.P. fatui & Ideot̃ defunct', & in cuſtodia dominæ Eliz. nunc Reginæ ratione fatuitat̃ ſuæ tempor̃ mortis ſuæ & quæ per ſiue poſt mortem eiuſdem I. cuidam G. P. fratri & hæred' ſuo deſcenderunt & deſcendere debent, in vſu, poſſeſſione, & reuerſione. Qui quidem I. P. obiit &c. dicto G. adtunc plenæ ætatis, ſcilicet xxj. annorum decimo nono &c. prout per inquiſitionem inde capt̃ apud N. in comitatu N. primo die &c. plenius poterit apparere. Et modo viz. vltimo die N. anno &c. idem G. P. venit ad proſequend' ſuum Duſter le maine extra manus dictæ dom̃ Reg' de omnibus præmiſſ. ſubſcript̃ ſecundum communes leges huius regni Angliæ.

Com' Nott'	Manerium de H. cum pertin' & alia terr̃, tenementa, hæreditamenta in H. & C. cum pertin', tenen' de Archiepiſcopo Ebor̃, vt de manerio ſuo de G. in dicto comitatu N. in ſocagio, p̃ fidelitatem & reddit̃ xx.s̃. iiij.d'. per annum pro omnibus ſeruitiis: valent clare per annum.	vij.li. v.s̃.

A Grant of the Tuition and Gouernment of a Lunatike.

Sect. 369. THis Indenture made betwæne the moſt excellent Princeſſe, and our moſt dread Soueraigne Lady Elizabeth by the grace of God Quæne &c. on the one party, and Wl. G. Gentleman on the other party, Witneſſeth, that where our ſaid Soueraigne Lady, with the aduice of the

the Maſter and Councell of her Graces Court of Wards and Liueries, is contented and pleaſed to grant, and by theſe preſents doth commit and grant vnto the ſaid W. G. the cuſtody, rule, order, and tuition of W. R. being a fole naturall, and Lunaticke, not able to gouerne himſelfe, his meſuages, lands, tenements, goods, nor cattels, as by an office thereof found at C. in the County of C. the 26. day of October in the xviij. yere of our Soueraigne, &c. more at large appeareth. And whereas alſo our ſaid Soueraigne Lady hath couenanted and granted, and by theſe preſents couenanteth and granteth vnto the ſaid W. G. as well the cuſtody, rule, order, occupation, diſpoſition, and receipt of all the meſuages, lands, tenements, and hereditaments, and of the rents, reuenues, iſſues and profits thereof, which the ſaid W. R. or any other perſon or perſons to his vſe, now hath, or ought to haue in poſſeſſion or reuerſion, or which by any lawfull wayes or meanes, may or ought to come, deſcend or grow, vnto the ſaid W. R. And alſo the cuſtody, rule, order, and receipt of all the goods, cattels, farmes, ſtockes, ſtores, plate, money, debts, iewels, wares, merchandiſes, and other commodities and profits whatſoeuer to the ſaid W. R. in any wiſe belonging or pertaining, and the vſe and merchandizing of the ſame, to the behoofe, profit and commodity of the ſaid W. R. and the reliefe and ſuſtentation and finding of his wife, children, and family, if any be, and alſo for the preſeruation, ſafegard and reparations of the ſaid meſuages, lands, tenements, houſes, farmes, houſhold-ſtuffe, ready money, and other commodities, during the life of the ſaid W. R. The ſaid W. G. for the better and more true adminiſtration, accompliſhment, and perfourmance of the conditions and duties by order of law incident and belonging to the ſaid cuſtody, hath deliuered a writing indented hereunto annexed, in which beene contained and ſpecified all the meſuages, lands, tenements, rents, reuerſions, and the particular values of them, and euery of them, and alſo all the farmes, ſtockes, wares, goods, cattels, money, plate, iewels, houſhold ſtuffe, implements, debts, and other commodities, duties, and profits whatſoeuer to the ſaid W. R. now appertaining or belonging, or which in any wiſe ought of right to appertaine or belong to him: which writing indented, the ſaid W. G. couenanteth to be true, and a perfect declaration of all the meſuages, lands, tenements, rents, reuerſions, ſeruices, hereditaments, farmes, ſtockes, wares, goods, cattels, ready money, and other the premiſſes without omiſſion of them, or any of them. And the ſaid W. G. couenanteth and grauteth for him and his aſſignes by theſe preſents, that the rents, reuenues, iſſues, profits, and increaſe, of the ſaid meſuages, lands, tenements, ſtockes, wares, goods, cattels, ready money, and other the premiſſes, as far forth as the ſame will extend and reach, and as far

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ſoꝛth as ſhall be nædfull, requiſite and conuenient, ſhall daily from time to time during the ſaid cuſtody be imployed, conuerted and diſpoſed vpon the finding and ſuſtentation of the ſaid W. R. his wife, childꝛen, and family (if any be) with honeſt and conuenient meat, dꝛinke, and apparell, lodging, regards, and neceſſaries. And that the ſaid W. G. and his Aſſignes ſo far foꝛth as in him and them lieth, ſhall honeſtly intreat, oꝛder, and maintaine the ſaid W. R. accoꝛding to his degrée, eſtimation, ſubſtance, and poſſeſſion, as to the Quæenes Honour and his duty in that behalfe doth appertaine. And the ſaid W. G. couenanteth and granteth foꝛ him and his Aſſignes by theſe pꝛeſents, that hée with the ſaid rents, pꝛofits, and increaſe, as far foꝛth as the ſame will ertend oꝛ reach, and ſo far foꝛth as the ſame ſhall bée neceſſary, ſhall make all manner of neceſſary and nædfull reparations, in and vpon the ſaid meſſuages, lands, tenements, and other hereditaments, and in and vpon the building, in ſuch manner and ſoꝛt, as hereafter no waſte, ſpoile, decay, oꝛ diſoꝛder be found by the default of the ſaid W. G. oꝛ any other by his meanes oꝛ pꝛocurement, and if any decay be at this time, in conuenient and reaſonable time to cauſe the ſame to bée amended and repaired. And the ſaid W. G. couenanteth and granteth foꝛ him and his Aſſignes by theſe pꝛeſents, that they ſhall not doe noꝛ ſuffer to bee done any ſtrepe, waſte, oꝛ ſpoile of woods of the ſaid meſſuages, lands, tenements, and hereditaments, oꝛ any part thereof, noꝛ willingly decay any rent oꝛ ſeruice belonging to the ſame, oꝛ erpell oꝛ put out any tenant, holding any part oꝛ parcell of the pꝛemiſſes, noꝛ take any fines of them, oꝛ any of them, without the knowledge oꝛ agrœment of the ſaid Maſter and Councell foꝛ the time being. And if at any time hereafter, any ſtrepe, waſte, ſpoile, oꝛ diſoꝛder bée done, oꝛ incrochment of land made in the pꝛeiudice of the Inheritance of the ſaid W. R. oꝛ his Heires, that then the ſaid W. G. and his Aſſignes, as much as in him oꝛ them lieth ſhall ſaue and defend the ſame, and foꝛ lacke of power and ſufficient authoꝛity ſo to doe, ſhall with conuenient ſpæd and erpedition certifie the ſame to the ſaid Maſter and Councell foꝛ the ſame, and receiue and pꝛoſecute foꝛth their oꝛder foꝛ reformation thereof, to, and foꝛ the aduancement of the Quæenes Maieſties intereſt and right, and foꝛ the pꝛeſeruation, ſafegard, and tuition of the inheritance, right, and title of the ſaid W. R. And the ſaid W. G. couenanteth and granteth foꝛ him and his aſſignes by theſe pꝛeſents, that hée the ſaid W. G. oꝛ his Aſſignes, in Trinity terme nert comming ſhall bꝛing his part of theſe Indentures, to the Auditoꝛ generall of the Quæenes Maieſties ſaid Court of Wards and Liueries, to haue the ſame there inrolled, and ſhall make a true and perfect accompt befoꝛe the ſaid Auditoꝛ of the rents, reuenues, pꝛofits, and increaſe

creaſe of the ſaid meſuages, lands, tenements, and other the premiſſes, and ſhall ſtand to the order and direction of the ſaid Maſter and Councell, as well for all manner of accompts, payments, receipts, demands, and other matters, as for the cuſtody, order, and diſpoſition of as much thereof as ſhall be found in the accompt to remaine in his hands, aboue all repriſes and deductions, ſo that by the ſaid Maſter and Councell the ſame may be employed and beſtowed to the moſt vtility and profit of the ſaid W. R. and his heires, and ſo from time to time to make like accompt, and abide like order whenſoeuer hee by the ſaid Maſter and Councell ſhall be called to the ſame. And the ſaid W. G. couenanteth and granteth for him and his heires, by theſe preſents, that he the ſaid W. G. and his aſſignes, ſhall at all times hereafter, not only permit and ſuffer the ſaid Maſter and Councell, or any other by their authority, to ſuruey the eſtate and vſage of the ſaid meſuages, lands, tenements, & other the premiſſes, but alſo pay the charges of the ſame ſuruey out of the ſaid rents and profits, and ſhall from time to time performe and fulfill the direction of the ſaid Maſter and Councell, for and concerning the redreſſe and reformation of all diſorders found vpon the ſaid ſuruey. And if it fortune the ſaid meſuages, lands, tenements, and hereditaments, or any part of them, by any ſuch ſuruey to be found of better or more yéerely value or rent, than is before expreſſed in the ſaid writing indented, or that any part of them, or any other lands which the ſaid W. R ought to enioy, be omitted in the ſame writing indented: then the ſaid W. G. and his aſſignes, ſhall truly accompt for the ouerplus of the rents and profits ſo vnder-valued and omitted, and the arrerages thereof, and ſhal ſtand to, and accompliſh ſuch order and direction of the ſaid Maſter and Councell, for the paying, imploying and beſtowing of the ſaid rents, and the arrerages thereof, as to the ſaid Maſter and Councell ſhall ſéeme expedient. And the ſaid W. G. couenanteth and granteth for him and his aſſignes by theſe preſents, that neither the ſaid W. G. or his aſſignes, ſhall giue, grant, couenant, bargaine or ſell the cuſtody of the ſaid R. W. nor his intereſt in the ſame by vertue hereof, to any perſon or perſons, without the knowledge and agréement of the ſaid Maſter and Councell for the time being. And it is prouided in the behalfe of the Qu. Maieſty, by the ſaid Maſter and Councell, that if at any time hereafter it fortune the ſaid couenants, conditions, grants or agréements, or any clauſe or article before mentioned, which are to be kept on the part and behalfe of the ſaid W. G. and his aſſignes, to be broken & vnkept, and not reformed within 2. moneths next after lawfull warning to him or them therof giuen, that then this preſent grant to be void and of none effect. And immediately vpon ſuch default, it ſhalbe lawfull to the ſaid Maſter and Councell, not only to ſequeſter and

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take the ſaid cuſtody into the R. Maieſties gift, and order, and the ſame to commit and diſpoſe to any other perſon or perſons, during the lunacie of the ſaid W. R. but alſo to diſtraine the goods and chattels of the ſaid W. G. and his aſſignes, and the ſame to driue, lead, and carry away, withhold, bargaine, and ſell, to the vſe of the Queenes Maiеſty, vntill her Highneſſe be fully anſwered and payd, for the damage ſuſtained by breaking of any of the ſaid couenants in theſe preſent Indentures contained: any thing before mentioned to the contrary notwithſtanding. In witneſſe &c.

A Grant of the tuition of a Lunatike, his family, lands, and goods.

Sect. 3701 THis Indenture &c. *vt in Sect'* 369. and T. W. M. D. W. S. and G. P. Eſquires of the other party, Witneſſeth, that where our Soueraigne Lady, by inquiſition taken at A. in the County of P. the 17. day of June, in the ſecond yeere of her noble reigne, before A. B. Eſcheto^r of the ſaid County, by vertue of the Queenes Maieſties writ to him directed, to inquire of T. W. Eſquire, and by her Highneſſe prerogatiue royall is intitled to the cuſtody of the ſaid T. W. and to prouide for the eſtate of him, his wife, children, manors, lands, tenements, and hereditaments, goods and chattels, according to the ſaid prerogatiue, and the lawes and ſtatutes of the Realme in that caſe prouided, and is contented and pleaſed, to grant and to commit vnto the ſaid T. W. M. D. W. S. and G. P. as well the cuſtody, rule, order, tuition, and gouernance of the ſaid T. W. being by the ſaid Inquiſition found to be a Lunatike, and imperfect of minde and memory, not able to gouerne himſelfe, his wife, children and family, manors, lands, goods, & chattels, as alſo the cuſtody, rule, tuition, vſe, occupation, receipt and diſpoſition of all the manors, lands, and hereditaments, farmes, ſtockes, ſtores, goods, cattels, money, plate, houſhold ſtuffe, and other commodities and poſſeſſions whatſoeuer they be which the ſaid T. W. now hath, or by any meanes may or ought lawfully to haue, to the vſe, profit and commodity of the ſaid T. W. and his heires: To haue and to hold the ſame to the ſaid T. M. W. and G. during the Queenes Maieſties will and pleaſure. And therefore the ſaid T. M. W. and G. for the better performance of the couenants and conditions incident and belonging to them that haue the cuſtody committed vnto them, haue deliuered a writing indented hereunto annexed, in the which beene contained and ſpecified all the manors, lands, tenements and hereditaments, being of the Inheritance of the ſaid T. W. in poſſeſſion and reuerſion, and alſo all goods and chattels of the ſaid T. W. which

writing

writing indented the ſaid T. M. W. and G. by theſe preſents couenant and grant to bee a full and perfect declaration of all the manors, lands, and hereditaments, goods and chattels, without omiſſion or conceale-ment of any part of them. And the ſaid T. M. W. and G. couenant and grant for them and their aſſignes, that the rents, reuenues, and profits and increaſe of the ſaid manors, lands, and hereditaments, goods and chattels, as far forth as the time will extend and reach, and as far forth as ſhall be needfull, neceſſary, requiſite, or conuenient, ſhall from time to time during the ſaid cuſtody be imployed, conuerted and beſtowed vpon the finding and ſuſtentation of the ſaid T. W. his wife, children, and fa-mily, with honeſt and conuenient meat, drinke, apparell, lodging, re-gards and neceſſaries: And that the ſaid T. M. W. and G. and their aſ-ſignes, ſo far forth as in them lyeth, ſhall honeſtly intreat, order and maintaine the ſaid T. W. according to his degree, eſtimation, ſubſtance and poſſeſſions, in ſuch ſort, as to the Queenes honour and their duty in that behalfe appertaineth. And the ſaid T. M. W. and G. doe couenant and grant by theſe preſents, that with the ſaid rents, profits, and increaſe as far forth as the ſame will extend, and ſo far forth as the ſame ſhall bee neceſſary to the ſaid T. M. W. and G. and their aſſignes, ſhall make all manner of needfull and neceſſary reparations, in, and vpon the ſaid ma-nors, lands, and other the premiſſes, and in and vpon all the buildings of the ſame, in ſuch manner and ſort, as hereafter no waſte, ſpoile, or diſor-der be found by the default of the ſaid T. M. W. and G. or any other by their meanes or procurement: And if the decay bee at this preſent, in conuenient and reaſonable time to cauſe the ſame to be amended and re-paired. And the ſaid T. M. W. and G. doe couenant and grant by theſe preſents, that they ſhall not doe or ſuffer to be done any ſtrepe, waſte, or ſpoile of woods vpon the ſaid Manors, Lands, and Hereditaments, ne wittingly decay any rent or ſeruice belonging to the ſame, nor erpell or put out any tenant or tenants, holding any part of the premiſſes, nor take fines of them, nor cut downe any timber vpon the premiſſes, without knowledge and agreement of the ſaid Maſter and Counſell for the time being. And if at any time hereafter, any ſtrepe, waſte, ſpoile, or diſorder or incrochment of land be made to the preiudice of the inheritance of the ſaid T. W. or his heires: that then the ſaid T. M. W. and G. as much as in them lyeth, ſhall withſtand and defend the ſame, and for lacke of power ſo to doe, ſhall with conuenient erpedition after knowledge thereof had, certifie the ſame vnto the ſaid Maſter and Counſell for the time being, and receiue and proſecute forth their order, vntill ſufficient redreſſe bee therein had, to, and for the aduancement of the Queenes Maieſties in-tereſt and right, and for the ſafegard of the inheritance, rights and titles

of the said T. W. and his heires. And the said T. N. W. and G. doe co-nenant and grant for them and their assignes by these presents, that they the same T. N. W. and G by themselues or their sufficient deputies, in Michaelmas Terme next comming shall bring their part of these Indentures to the Auditor generall of the Quenes Maiesties Court of Wards and Liueries to haue the same inrolled and shall make a true and perfect accompt before the same Auditor, of the rents, reuenues, and profits, and increase of the said manors, lands, and hereditaments, goods, and chattels, and shall stand to the order and direction of the said Master and Councell, as well for all manner accompts, payments, receipts, demands, and other matters, as also for the custody, order, and disposition of as much thereof as shall be found in the same accompt to remaine, or which lawfully ought to remaine in their hands, aboue all reprises and deductions, so that by the aduice of the Master and Councell, the same may be imployed and bestowed to the most vtility and profite of the said T. W. and his heires, and so from time to time make like accompt, and abide like orders whensoeuer by the same Master and Councell hee shall be called to the same. And the said T. N. W. and G. doe couenant and grant for them and their assignes by these presents, that they the said T. N. W. and G. and their assignes, shall at all times not onely permit and suffer the said Master and Councell, or any other by them authorized, to suruey the state of the said manors, lands, hereditaments, goods and chattels, but also pay the arrerages of the said suruey out of the said rents and profits, and shall from time to time performe and fulfill the direction of the said Master and Councell, for and concerning the redresse and reformation of all disorders found vpon the same suruey. And if it fortune the said manors, lands, and hereditaments, or any part of them, by any such suruey to be found of better and more yearely rent, than is before expressed in the same writing indented, or that any part of them, or any other lands, goods, or chattels, which the said T. W. ought to enioy, be omitted in the same writing indented: then the said T. N. W. and G. and their assignes, shall yeeld accompt of the ouerplus of the rents and profits so vnder-valued and omitted and of the arrerages thereof, and shall stand to and accomplish such order and direction of the said Master and Councell, for the payment, imploying and bestowing of the said rents and profits, and the arrerages thereof, as to the said Master and Councell shall be thought expedient. And the said T. N. W. and G. doe couenant and grant, for them and their assignes by these presents, that they the said T. N. W. and G and their assignes during the said custody, shall from time to time cause the Courts heretofore vsed and had vpon the said manor to be yearely kept, and the Court rolles ingrossed, and surely laid vp toge-

ther,

ther, with all other euidences, recoꝛds and wꝛitings, which the ſaid T. M. W. and G. oꝛ their aſſignes may lawfully come by, concerning the title of the inheritance of the ſaid T. W. ſo that they and euery of them may ſafely come to him and be deliuered vnto him, if at any time hereafter he ſhall happen to recouer his vnderſtanding and memoꝛy, oꝛ after his death to his heires, without concealement, imbeſilling oꝛ withdꝛawing of the ſaid euidences oꝛ any part of them to the knowledge of the ſaid T. M. W. and G. oꝛ any other by their meanes, knowledge, oꝛ pꝛocurement. And moreouer, the ſaid T. M. W. and G. oꝛ their aſſignes, ſhall not doe oꝛ ſuffer to be done vnto their knowledge, any thing oꝛ act that may be to his hurt, incumbꝛance, and impairement of the inheritance of the ſaid T. W. oꝛ his heires. And the ſaid T. M. W. and G. doe couenant and grant by theſe pꝛeſents, that they ſhall not at any time hereafter giue, grant, commit, bargaine, and ſell the cuſtody of the ſaid T. W. oꝛ their intereſt in the ſame by vertue hereof vnto any perſon oꝛ perſons, without knowledge and agrement of the ſaid Maſter and Councell foꝛ the time being. And the ſaid T. M. W. and G. doe couenanten foꝛ them and their aſſignes by theſe pꝛeſents, that if at any time hereafter during the ſaid cuſtody, any ward, benefice oꝛ ſpirituall pꝛomotion happen to fall void oꝛ growe vpon the ſame manoꝛs and other the pꝛemiſſes, oꝛ any part of them: That then the ſaid T. M. W. and G. and their aſſignes, immediatly after knowledge thereof to them giuen ſhall certifie the ſame to the ſaid Maſter and Councell foꝛ the time being, ſo that they may know the Quæenes Maieſties pleaſure foꝛ her Highneſſe gift, and confirmation of the ſame. And it is pꝛouided on the behalfe of the Quæenes Maieſty, by the ſaid Maſter and Councell, that if at any time hereafter it foꝛtune the ſaid couenants, conditions, oꝛ agrements, oꝛ any clauſe oꝛ article befoꝛe mentioned, which are to be kept on the part and behoofe of the ſaid T. M. W. and G. oꝛ their aſſignes, to bee bꝛoken, vnkept, and not reformed within two moneths then nert after lawfull warning thereof giuen: That then this pꝛeſent grant to bee void and of none effect. And that immediatly vpon ſuch default it ſhall be lawfull to the ſaid Maſter and Councell, not only to ſequeſter and take the ſaid cuſtody into the Quæenes Maieſt gift and oꝛder, and the ſame commit and diſpoſe to any other perſon oꝛ perſons during the lunacy of the ſaid T. W. but alſo to diſtraine the goods and chattels of the ſaid T. M. W. and G. and their aſſignes, and the ſame to withhold, bargaine and ſell, to the vſe of the Quæenes Maieſty, vntill her Highneſſe be fully anſwered and payed to the value of the damage ſuſtained by the bꝛeaking of the ſaid couenants: any thing in this Indenture contained to the contrary notwithſtanding. In witneſſe &c. *vt ſupra* Sect. 330.

A Grant of a Parkerſhip.

Sect. 371. E.N.Miles,dominus de B.Omnibus &c.Noueritis me præfat̃ E dediſſe, & per præſentes conceſſiſſe dilecto ſeruient̃ meo R. C. cuſtod' ſiue officium cuſtod' Parci mei de E.in comit̃ E.necnon feciſſe & conſtituiſſe eundem R. parcar̃ meum parci mei prædict'. Habendum &c. dictam cuſtod' ſiue offic' per ſe vel per ſufficient̃ deputatum ſuum pro quo mihi reſpond' voluerit, durante vita eiuſdem R. cum vad' trium denar̃ per quemlibet diem annuatim durante vita ſua, præcipiend' per manus receptor̃, ball', firmar̃, ſeu alterius occupator̃ eiuſdem dominii ſiue manerii mei de E. prædict' qui pro tempore fuerit annuatim durante vita dicti R.de reddit̃ & profic' eiuſdem domin' ſiue manerii cum pertinentiis ad feſta &c. per equales portiones: Ac vnam robam de ſecta valectorum meorum erga feſtum Natalis domin', quando ego & hæred' mei liberatas huiuſmodi dederimus.Et ſi contingat &c.*vt in aliis diſtrictionibus*. Diſtrictioneſque ſic capt̃ licite aſportare,abducere,fugare,& penes ſe retinere: quouſque de vadiis prædictis & de omnibus arrerag' eorundem ſi quæ fuerunt,ſibi plenarie ſit ſatisfact' & perſolut̃. Quare Recept̃, ball', firmar̃, ac alii occupator̃ cuicunque domin' ſiue manerii mei de E. prædict' præſent̃ & futur̃ mando & præcipio quod de exit̃,reddit̃, firmis & proficuis dominii ſiue manerii mei prædict' cum pertinentiis ſoluat ſeu ſolui faciat præfat̃ R. C. aut aſſignatis ſuis dict' vad' trium denar̃ pro quolibet die ad feſta prædict' æquis portionibus de anno in annum, & termin' in term̃ vita prædict' R.durant̃. Inſuper noueritis me præfat̃ E. dediſſe, & per præſentes conceſſiſſe præfat̃ R. C.paſtur̃ ad vnum equum & quinque vaccas infra parcum prædict' durant̃ vita depaſcend'. Habend' eidem R.vita ſua durant̃, cum liberis introitu & exitu,ad fugationem & refugationem eorundem abſq; contradictione aliquali: Ita tamen q̃d idem R. C. officium p̃d' bene & fideliter cuſtodiat & exerceat per ſe,ſer,ſeu p̃ ſufficient̃ deputatum ſuum exerceri faciat durante &c. de cuius facto reſpondebit &c. In cuius rei &c.

A Grant of the office of keeping of a Parke with fee.

Sect. 372. OMnibus &c. Noverit vniuerſitas veſtra nos intuitu boni obſequii dilecti ſeruientis noſtri R. B. hactenus nobis in Eccleſia noſtra cathedrali Norwicen' fideliter impenſ. p̃ præſens ſcript̃ conceſſiſſe eidem R.cuſtodiam parci noſtri de H. ad totam vitam ipſius R. poſſidend', p̃cipiend' annuatim de manerio noſtro de H.ad totam vitam ipſius R. per manus receptoris ſeu præpoſiti manerii prædict' qui pro tempore fuerit duos denarios per diem vna cum roba de ſecta valectorum noſtrorum, erga feſtum Natalis

Natalis Domini, quando nos & ſucceſſores noſtri liberat hm̃odi dederimus. Et nos præfat W. Epiſcop̃, volumus & p̃ p̃ſens ſcriptum pro nobis & ſucceſſoribus noſtris concedimus, quod ſi dictus annuus reddit a retro &c. *vt in diſtrictionibus.* Ita tamen quod idem R. officium p̃d' bene & fideliter cuſtodiat & exerceat, ſeu per ſuum deputatum exerceri faciat durante termino p̃dicto. In cuius rei teſtimonium &c. Datum apud &c. Anno Domini 1592. anno conſecrat noſtræ decimo quarto.

A Grant for keeping of a Manor, Parke and Lodge.

I. W. Earle of D. Lord S. &c. To all Chriſtian people to whom this preſent writing commeth, græting in our Lord God &c. Whereas J. late Earle of D. mine Anceſtor, whoſe coſin and heire I am, by his letters patents, dated &c. gaue and granted vnto J. W. the maſterſhip and office of the kæping of the game of his parke of L in the County of S. and of the Lodge within the ſame, and the Bayliwicke or Bayliſhip of all his manor of &c. And alſo by his ſaid letters patents, made, conſtituted, granted and ordeined the ſaid J. W. to bæ his officer and kæper of the ſaid parke and lodge, to haue, occupy and enioy the ſaid office of Kæper, and Lodge, to the fore ſaid J. W. and to his aſſignes for terme of his life, by himſelfe or his ſufficient deputy or deputies, with all manner of fees, wages, profits, and commodities to the ſaid office due or appertaining, in as large and ample manner, as any perſon or perſons before that time had, occupied, enioyed, or perceiued the ſame. Know ye, that I the ſaid J. W. now Earle of D. for diuers conſiderations mæ mouing, haue giuen and granted, and by this my preſent writing doe giue and grant to my welbeloued friend T. P. Gentleman, the kæping of the manor of L. and of the ſaid Parke, and of the Dære now therein, or that hereafter at any time ſhall bæ, immediately after the death of the ſaid J. W. and as ſoone as the ſaid office, which the aboue named J. W. doth now enioy, ſhall happen to be void by the ſurrender of the ſaid J. W. or by any other lawfull wayes or meanes: And the ſame T. P. doe ordaine, make and conſtitute by theſe preſents, to bæ Kæper of the ſame Manor, parke, lodge and dære, whenſoeuer it ſhall firſt happen to bæ void, as is afore rehearſed. And furthermore know yæ, that I the foreſaid J. W. Earle of D. doe giue and grant vnto the foreſaid T. P. for his exerciſing and occupying of the ſaid office, the yærely fee and wages of &c. immediately after the death of the ſaid J. W. with all profits, fees, wages, rewards, aduantages, and commodities to the ſame office in any wiſe due and appertaining, in as ample manner and forme, as Sect. 373.

the ſaid I. W. or any other hauing or occuppying the ſame office had, or euer vſed and enioyed. And alſo the herbage and pannage of the ſaid parke of L. immediately after the death of the foreſaid I. W. and as ſoone as the ſaid office ſhall happen to be void by ſurrender of the forenamed I. W. or by any other lawfull wayes or meanes. To haue, hold, occuppy, and enioy the ſame office of keeping of the ſaid manor, parke, lodge, and deere, immediately after the death of the ſaid I. W. and as ſoone as the ſame office ſhall happen to bee void, to the ſaid T. P. for terme of his life, by himſelfe or his ſufficient deputy or deputies, and to haue and to hold the ſaid wages and yeerely fee of &c. and the ſaid herbage and pannage, together with all other commodities, profits, and aduantages appertaining to the ſame, immediately after the death of the ſaid I. W. &c. in as large and ample manner, as the ſaid I. W. or any other perſons heretofore had or occupied, for terme of the life of the ſaid T. P. the ſame yeerely fee or wages of &c. to be payed by the hands of &c. of the iſſues, profits, and reuenues of the ſame manor of L. at two feaſts of the yeere &c. by euen portions: The firſt payment thereof according to the rate to begin at the firſt feaſt of the ſaid two feaſts, next after the death of the ſaid I. W. &c. And I doe by theſe preſents grant, that the payment of the ſaid yeerely fees and wages ſo hereafter to bee made by any of the ſaid Receiuors, Bailifes, or other officers, ſhall be vnto them and euery of them, a full and ſufficient warrant and diſcharge in euery of their ſeuerall accompts, for ſo much thereof as they and euery or any of them ſhall ſo pay, as is aforeſaid, according to the true meaning hereof. And if it happen the ſaid yeerely fee or wages of &c. of the feaſts afore rehearſed, at which it ought to be payed: that then it ſhall be lawfull to the ſaid I. W. in the aforeſaid manor of L. to enter and diſtraine, and the diſtreſſes there found, to driue, carry, and beare away, and with him to hold, keepe and retaine till ſuch time as all the portion of the ſaid yeerely fee or wages of &c. ſo due and behind hand be fully contented and payed, with the arrerages, if any there be. In witneſſe, &c.

A Grant for yeeres of the Herbage and Pannage of a Parke, and with Turbarie, by the Queene vpon ſurrender of a former leaſe.

Sect. 374. REgina omnibus ad quos &c. ſalutem. Cum præchariſ. pater noſter H. viij. nuper Rex Angliæ per literas patentes ſub magno ſigillo ſuo Angliæ confect', gerent' dat' apud Weſtmon' &c. ann' regni ſui &c. de aduiſamento dilector adtunc ſibi R. S. milit, & T. M. milit conſiliar ſuorum ac generall'

neral' ſuperuiſ.terrar ſuar,conceſſerit,tradiderit & ad firmam dimiſerit dilecto adtunc ſibi R. C. in comitatu ſuo C. ꝑcman, agiſtament & pannagium parcorum, turbar &c. infra foreſtam ſuam de M. in ꝑdicto com ſuo C.adtunc vel antea in tenura ſiue occupatione R. M. exiſten' parcel' terr & poſſeſ.ſuar com Palantin' C. ꝑtin'. Habend' & tenend' agiſtament & pannagium ꝑd' ac cætera præmiſſ.cum pertinentiis ꝑf.R.C.executoribus & aſſignatis ſuis,a feſto S.Mic. Archang' adtunc vlt præterit vſque ad finem & terminum viginti & vnius annor extunc proxim ſequent & plenarie complend': Reddend' inde annuatim dicto patri noſtro, hæredibus & ſucceſſor ſuis ad Scaccar ſuum C. ꝑd' x.li.&c.prout eidem patri noſtro adtunc reſponſ.fuit, & triginta ſolidos vltra de nouo approuamento per annum ad feſta &c. prout per eaſdem literas patentes inter alia plenius liquet & apparet. Quas quidem literas patentes & dimiſſionem dilectus nobis R. D. armiger,habens totum ius,ſtatum, titulum, & intereſſe R. D. de & in præmiſſis nobis ſurſum reddidit & reſtituit cancellandum,& inteatione, quod nos literas noſtras patentes,& dimiſſionem noſtram de eiſdem præmiſſ.eidem R.D.in forma ſequent facere & concedere dignaremur: Quam quid' ſurſum redditionem acceptamus ꝑ præſentes. Sciatis igitur quod nos de aduiſamento Theſaur noſtri Angliæ, Cancellarii & Subtheſaur Scaccarii noſtri pro fine &c.ad recept Scaccar nr̃i ad vſum nr̃um ꝑ ꝑd' R.D.ſolut,tradidimus,conceſſimus,& ad firmam dimiſſimus,ac ꝑ ꝑſentes tradimus,concedimus,& ad firmam dimittimus ꝑf.R.D.totum ꝑd' agiſtament & pannagium parcorum,turbar,felic',croꝑ,& cortric',infra ꝑd' foreſtam noſtram de M.in dicto com noſtro C. quondam in tenura ſiue occupatione præd' R.M.ac parcell' terr & poſſeſſion' noſtrar com Palantin' C. ꝑd' pertinent. Habend' & tenend' agiſtament & pannagium ꝑd' ac cætera præmiſſ. cum pertin' ꝑf.R.D.executoribus & aſſignatis ſuis à feſto S.Michael' &c. ad finem & terminum viginti & vnius annor extunc proxim &c. Reddend' inde annuatim nobis hæred' & ſucceſſor noſtris &c.ad feſta &c.ad recept Scaccar noſtri, ſeu ad manus Balliuorum vel recept ꝑmiſſor pro tempore exiſtent per equales porciones ſoluend' durant termino ꝑd'. Prouiſo ſemper, quod ſi contingat &c. *vt in aliis diſtrictionibus*, quod tunc & deinceps hæc præſens dimiſſio & conceſſio vacua ſit, ac pro nullo habeatur, aliquo in præſentibus in contrarium inde non obſtante, aut aliquo ſtatuto *vt ſupra* 357. In cuius rei &c.

A Grant of the office of the Clerke of the Hamper.

REx &c. *vt ſupra* 327. dedimus &c. W. F. officium Clerici hanaperii noſtri Cancellar noſtr terræ noſtræ Hiberniæ, & cuſtodiam om- Sect.375.

nium & omnimodorum breuium, record', billar̃, filiar̃, scriptor̃, & omnium aliorum record' quorumcunque in Cancellar̃ nostr̃ prædict' pro tempore existen' ac ipsum W. clericum hanaperii cancell' terræ nostræ præd', & custod' omnium & omnimodorum record', billar̃, filiar̃, scriptor̃, & omnium aliorum record' quorumcunque in Cancellar̃ prædict' pro tempore existent̃, fecimus, constituimus, & ordinauimus per præsentes. Habendum &c. Accipiend', leuand', & annuatim recipiend' tam magn' annualia, feoda, vadia, & regard', qualia N.W. vel aliquis alius, aut aliqui alii ante hoc tempus prædict' offic' occupans siue occupantes pro exercitio eiusdem habuerit siue perceperit, aut habuerint siue perceperint ad festa &c. pro termino vitæ dicti W. tam de exitibus, proficuis, aduantagiis & emolumentis hanaperii nostri Cancell' nostr̃ terræ Hiberniæ prædict' prouenientibus siue crescentibus per manus suas proprias, assignat̃ aut deputatorum suorum quam de reuentionibus, subsidiis, debitis, decimis, quintodecimis, & proficuis ter̃ nostræ Hiberniæ prædict', Thesaur̃, subthes. vel generalis receptoris ter̃ nostræ Hibern' prædict', vel eorum vices gerent̃ pro tempor̃ existent̃, vna cum omnibus aliis proficuis, aduantagiis, commoditatibus, & regardis eisdem officiis, ac eorum vtrique pertin' seu spectantibus, Ac in tam amplis modo & forma, prout dict' N. W. aut aliquis alius in officiis illis, aut eorum altero ante hoc tempus habuit siue percepit, eo ꝙ expressa mentio &c. Et specialiter non obstante statuto, actu, aut ordination' in quodam Parliamento tent̃ apud villam nostram de D. in ter̃ nostra Hibern' prædict' die Lun' proxim̃ post festum S. Andr̃ Apostol' ann' regni pcharissimi patris nostr̃ H. sept̃ nuper regis Angliæ decimo, coram E.D.P. Militi deputat̃ ipsius domini Regis patris nostri ter̃ nostræ Hibern' prædict', ædit̃ in hæc verba: Quod abinde & deinceps nullæ person' quæ habent potestat̃ ad administrandam iustitiam in dicta ter̃ nostra Hiberniæ, viz. Cancellar̃, Thesaur̃, Iustic' de Banco, & de communi Banco, capitalis & secund' Baro de Scaccario nostro ibidem, Clericus siue Magister Rotulorum, ac omnes offic' computabil', non habeant de cætero aliquam authoritat̃ in talibus officiis suis per literas patentes dom̃ regis, nisi solummodo ad placitum & voluntatem domini Regis. Et si aliqua concessio nunc facta, vel in poster̃ fiend' alicuius vel aliquorum officiorum prædict' alicui personæ in contrarium sit fact', quod illa concessio adiudicetur vacua & nullius vigoris in lege: aliqua alia re, causa aut materia quacunque in contrarium inde non obstante. In cuius &c. has literas nostras fieri fecimus patent̃. Teste me ipsa apud W. 3. die &c. ann' &c.

A Grant of a Fellowship in a Hall or College.

HEnrie &c. To our trusty and welbeloued the Master of our Col- Sect. 376.
lege called the Kings Hall within our Vniuersity of Cambridge, and in his absence to his Lieutenant or Deputy there, greeting: For as much as wee bee credibly informed, that our welbeloued subiect A. B. Scholler of our said Vniuersity, is greatly desirous and minded to continue at schoole for the further increase in vertue and learning: wee let you to wit, that considering his vertuous intent and purpose, for his better exhibition in that behalfe, we haue giuen and granted, and by these presents doe giue and grant vnto him the roome of a Fellow, of and within our said College, if any be now void, or else the roome of a Fellow, within our said College, which shall first and next fall void within the same, by death, diuision, surrender, or otherwise: To haue and inioy the same roome, with all manner rights, profits, emoluments, and duties thereunto belonging, to the said A. B. for terme of his life: with all benefits, pension or annuity, not exceeding the yeerely value of ten pounds, in as ample and large manner, as any heretofore hath had and inioyed the roome aforesaid, any act, statute, ordinance, or any thing to the contrary hereof in any wise notwithstanding. Wherefore wee will and command you, that according to the effect and purport of this our grant, ye doe admit the said A. B. vnto the said roome of a Fellow accordingly. And these our letters shall bee your sufficient warrant and discharge in this behalfe, Giuen &c.

A Grant of the office of a Receiuor and Surueyor with fees.

OMnibus &c. R. G. comes L. salutem in Domino sempiternam, Sciatis Sect. 377.
me præfat' Comitem dedisse &c. F. H. generoso, officium Receptoris omnium exituum, proficuorum, denariorum & summarum crescentium & peruenientium de omnibus maneriis, terris & tenementis, reditibus & hereditamentis meis quibuscunque in comit' B. &c. Ac etiam officium superuisoris omnium prædict' maneriorum, terrarum, tenementorum, & hereditamentorum meorum quorumcunque: Ac ipsum W. H. receptorem, ac superuisorem maneriorum, terrarum, &c. constituisse & ordinasse, prout per præsentes ordinauimus & constituimus. Habendum &c. in tam amplis modo & forma, prout aliquis alius, vel aliqui alii officiis præd', seu eorum altero ante hæc tempora vsus fuit aut vsi fuerunt. Et vlterius sciatis me p̄f. C. dedisse &c. p̄f. W. H. pro executione & occupation' officiorum prædictorum

ctorum quandam annualem redditum xl. marcarum &c. Habendum, leuandum &c. pro termino vitæ ſuæ naturalis per manus ſuas proprias de exitibus & proficuis prædictorum manerior̃, terrar̃, &c. per æquales porciones. Et ſi contingat p̃dict' annualem redditum xl. marcarum aretro fore &c. *vt in Diſtrictionibus.*

A Grant of an Annuity and reward out of the Hamper, Wine out of the Kings Celler, Veluet out of the Wardrope, fee Deere, with licence to hunt.

Sect. 373. REx &c. Sciatis quod nos in conſideratione boni & fidelis ſeruitii, per dilectum nobis in Chriſto N. ante hæc tempora impenſi, dedimus & concеſſimus &c. eidem N. quandam annuitatem, ſiue annualem reddit̃ quinquaginta libr̃ &c. annuatim habendum de exitibus, reuentionibus, & proficuis hanaperii noſtri pro tempore exiſtent̃. Habend' &c. præfat̃ N. &c. de exitibus &c. *vt ſupra*, ad feſta &c. ſuper ſola demonſtratione harum literarum noſtrar̃ patentium, ſeu earum irrotulament' in dicto hanaperio noſtr̃ fact', vel alibi præfat̃ cuſtodi pro tempore exiſtenti oſtenſ. abſque aliquo breui, vel aliquibus breuibus ſeu mandatis, extra Cancell' noſtram ſuper eaſdem literas noſtras patentes, proſequend' ac præfat̃ clerico aut cuſtodi aliqualit̃ dirigend'. Dedimus etiam & conceſſimus, ac p̃ præſentes damus & concedimus eidem N. pro termino vitæ ſuæ, vnum dolium vini Vaſconien', annuatim p̃cipiend' durante vita ſua p̃ manus pincernæ nr̃i Angliæ pro tempore exiſtent̃ deliberand', de illo vino quod idem pincerna noſter pro tempore exiſtens habebit & recipiet ad vſum nr̃um ratione officii ſui p̃d'. Necnon damus & concedimus eidem N. pro term̃ vitæ ſuæ annuatim tantum ſerici Anglice **Veluet**, de ſerico noſtr̃ de garderoba noſtr̃, & tantum penellã de eadem garderoba noſtra annuatim percipiend' & deliberand' p̃ manus Magiſtri garderobæ noſtræ p̃d' pro tempore exiſtent̃, quantum ſatis erit & ſeruiet ad faciend' p̃d' N. vnam togam de ſerico, Anglice **Veluet**, & penelatam annuatim pro term̃ vitæ ſuæ de illis ſericis, Anglice **Veluet**, & penulis, de quibus Magiſter de garderoba noſtr̃ pro tempore exiſtens annuatim recipiet & habebit ratione officii ſui p̃d'. Ac etiam damus & concedimus eidem N. annuatim durante vita ſua duas damas idoneas, viz. vnam Anglice a **Buck of ſeaſon** in æſtate, & aliam Anglice a **Doe of ſeaſon** in hieme, in magno parco noſtro de W. in Com̃ noſtro de S. annuatim capiend' & habend' tam per ſeipſum quam per aliquem alium ſiue aliquos per ipſum aſſignand', per cuſtodes in parco noſtro pro tempore exiſtent̃ eidem N. deliberand'. Et volumus & concedimus qd' bene liceat & licebit p̃fat̃ N. & aſſignat̃ ſuis durante vita ſua prædict', annuatim venari

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& fugare in eodem parco noſtr̃ pro prædict' duabus damis capiend' & interficiend' & eas abinde cariandum, aſportandum, & habendum vbicunque placuerit ad voluntatem ſuam, ſine impedimento noſtro & hæred' noſtrorum, foreſtariorum, parcarior̃, & alior̃, officiariorum & miniſtrorum noſtrorum quorumcunq; durant̃ vita ſua. Et vlterius damus & concedimus eidem N. centum libr̃ de dono & regardo noſtris de exitibus, reuentionibus, & proficuis hanaperii noſtri prædict' prouenien' ſiue creſcent̃, per manus prædict' Clerici ejuſdem hanaperii pro tempor̃ exiſten', ſoluendum & deliberand' indilate poſt oſtention' ſibi harum literarum noſtrarum patentium, abſque compoto ſeu aliquo alio inde nobis vel hæred' noſtris reddend' ſeu ſoluend' pro præmiſſis ſeu aliquo præmiſſ. Et volumus & concedimus quod prædict' Clericus de Hanaperio noſtro pro tempore exiſten', & prædictus Magiſter de garderoba noſtr̃ pro tempore exiſtens habeant plenam allocationem coram quibuſcunq; Auditoribus & Iudicibus noſtris in quibuſcunque curiis & locis ſuper ſpecialibus compotis ſuis faciend', de exitibus, reuentionibus, & proficuis ſeperalibus, ratione officiorum ſuorum nobis emergentibus ſiue creſcentibus, videlicet, dictus Clericus hanaperii noſtri pro tempore exiſtens, tam pro annuali ſolutione prædict' annuitatis ſiue annualis redditus 50. libr̃, quam pro prædict' centum libr̃ de regardo noſtro præfat̃ M. vt præmittitur per nos conceſſ. Et prædict' Magiſter garderobæ noſtræ præd' pro deliberatione dicti annualis ſerici ſiue **Velvet**, & penularum annuatim ad faciendum præfat̃ N. vnam togam penulatam. Eo quod expreſſa mentio de vero annuo valore, aut aliqua alia certitudine præmiſſorum, ſeu eorum alicuius, aut de aliis donis ſiue conceſſionibus, per nos, aut aliquem progenitorum noſtrorum præfat̃ N. ante hæc tempora factis in præſentibus minime facta exiſtit: aut aliquo ſtatuto, &c. *vt ſupra* 357.

A Grant of the office of the Pipe in reuerſion.

REx &c. Cum præclar̃ pater noſter H. nuper Rex Angliæ ſeptimus per literas ſuas patentes, quarum dat̃ eſt apud Weſtmonaſterium 15. die M. anno regni ſui xxiij. ordinauerit, deputauerit, & conſtituerit dilect' ſibi T. B. ingroſſator̃ magni Rotuli in Scaccario ſuo, ſiue clericum Pipe eiuſdem Scaccarii, ac eidem T. officium ingroſſatoris magni Rotuli ſui, ſiue Clerici Pipe in Scaccario ſuo prædict' dederit & conceſſerit. Habend' & occupand' eidem T. B. per ſe, vel per ſufficientem deputatum ſuum, ſiue deputatos ſuos ſufficientes pro termino vitæ ſuæ: Percipiend' inde pro officio illo exercend' feod', vadium, regardum, liberatam, victum, & proficua, eidem officio quoquo modo debita, conſueta, ſiue ſpectant̃, Sect. 379.

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in tam amplis modo & forma, prout aliquis alius dictum officium ante hæc tempora occupans & exercens habuit & percepit, in & pro executione eiusdem officii : Soluend' eidem T. de tempore in tempus annuatim limitand', percipiend', & assignand', ad terminos in dicto Scaccario suo ab antiquo limitat', super sola demonstratione literarum dicti patris nostri, siue earundem irrotulamenti, in dicto Scaccario suo facti & ostensi, absque aliquo breui aut breuibus, siue mandato extra Cancellariam dicti patris nostri super eisdem literis prosequend', aut Thesaur' & Baron' de Scaccario suo aliquatenus dirigend', vna cum omnibus & omnimodis aliis proficuis, commoditatibus, aduantagiis, & emolumentis, dicto officio qualitercunque debitis, consuet', siue spectantibus, prout in eisdem literis plenius continetur. Sciatis quod nos ob certas grandes causas nos & Concilium nostrum mouentes, & in consideratione boni & acceptabilis seruitii, tam dicto præclarissimo patri nostro Henrico nuper Regi Angl' septimo, ac domin' E. nuper Regi Angliæ quarto Auo nostro, quam nobis per dilectum seruientem nostrum W. P. vnum Clericorum in officio priuati sigilli nostri multipliciter impens'. & imposterum impendend', de gratia nostra speciali ordinauimus, deputauimus, & constituimus præfat' W. P. ingrossatorem magni Rotuli in Scaccario nostro, siue Clericum Pipæ eiusdem Scaccarii ; ac eidem W. officium ingrossatoris magni Rotuli, siue Clerici Pipæ in Scaccario nostro prædict' damus & concedimus per præsentes. Habend' & occupand' officium prædictum eidem W. per se, vel per sufficientem deputatum suum, siue deputatos suos sufficient's, pro termino vitæ siue immediate post decessum ipsius T. aut per restitutionem literarum patentium dicti patris nostri eidem T. inde factarum, aut per resumptionem, forisfacturam, vel depriuationem, seu aliquam aliam causam vel materiam quamcunque idem officium vacar', seu ad manus nostras, aut donationem, dispositionem, seu concessionem nostram deuenire, accidere, seu pertinere contigerit : Et percipiend' pro officio illo exercendo, feod', vadium, regard', liberatam, victum, & proficua eidem officio quoquo modo debit', consuet', siue spectant', in tam amplis modo & forma, prout idem T. B. aut aliquis alius dictum officium præante occupans habuit & percepit, in, & pro exercitio & occupatione eiusdem officii : Soluend' eidem W. de tempore in tempus annuatim limitand', percipien', & assign' ad terminos in dicto Scaccario nostro ab antiquo limitat', super sola demonstratione præsentium literarum, siue earundem irrotulament' in dicto Scaccario fact' & ostensi, absque aliquo breui aut breuibus, seu mandato extra Cancellariam nostram super eisdem literis nostris prosequend, aut Thesaur' & Baronibus de dicto Scaccario nostr' aliquatenus

tenus dirigendo, vna cum omnibus & omnimodis aliis proficuis, commoditatibus, aduantagiis, & emolumentis dicto officio qualitercunque debitis consuet̃ siue spectant̃. Eo q̃ expressa mentio de vero valore annuo, aut quouis alio valore officii, vadior̃, feodor̃, proficuor̃, commoditat̃, & liberat̃ p̃d' in literis nostris p̃d' fact' minime existit, aut eo q̃ p̃d' T. B. adtunc superstes existit, aut aliquo statuto &c. *vt supra* 357.

A Manumission of a Bondman, or Grant of libertie.

VNiuersis & singulis Christi fidelibus præsentes literas inspecturis T. R. Miles dominus S. & M. Commitissa R. vxor &c. Cum I. B. alias dictus I. B. natiuus noster, filius R. B. alias dict' R. B. natiui nostri, spectantis siue appendentis manerio nostro de P. in Com̃ C. in villenagio procreatus fuerat ac est pro talis communiter dictus, tentus, habitus, & reputatus palam, publice, & priuate: Noueritis nos T. R. &c. certis de causis veris & legitimis, nos & animos nostros in ea part̃ mouentibus, pro nobis & hæredibus nostris imperpetuum manumisisse, liberasse, & ab omni iugo seruitutis & villenagii exonerasse prout per præsentes nostras literas patentes manumittimus, liberamus & exoneramus prædict' I. B. cum tota sequela sua procreata & procreanda, bonis & catallis, terris, & tenementis suis perquisitis, siue imposterum perquirendis quibuscunque. Sciatis etiam nos præfat̃ T. & M. remisisse, relaxasse, ac omnino pro nobis, heredibus, & executoribus nostris imperpetuum quiet̃ clamasse, sicut per præsentes nostras literas relaxamus, remitt̃, & quiet̃ clamamus eidem I. B. alias dict' I. B. hæred' suis, & tot̃ sequelæ suæ, omnes & omnimodas actiones reales & personales, sectas, quærelas, seruitia, calumnias, transgressa, debita, & demanda quæcunque, quæ versus eundem I. B. alias dictum I. B. vel aliquos hæred' seu sequelarum suarum aut eorum aliquem habemus, habuimus, seu quouismodo habe̅ poterimus, aut hæred' nostri habere poterint in futurum, ratione seruitutis & villenagii prædict', vel aliqua quacunque de causa ab origine mundi, vsque in diem confectionis præsentium. Ita videlicet quod nec nos prædict' T. dominus S. M. Comitissa R. nec alter nost̃, nec hæredes nostri, nec aliquis alius per nos, pro nobis, seu nomine nost̃, aut alterius nostrum, aliquam actionem, ius, titulum, clameum, interesse, seu demaund', villenagii vel seruitutis per breue domini Regis, seu aliquo modo quocunque versus dictum I. B. alias dict' I. B. aut sequelam suam, procreat̃ seu procreand', bon' aut catalla, t̃r aut tenementa seu perquisita, vel in posterum perquirend' de cæter̃ exiger̃, clamare seu vindicare poterimus, poterit aut vnquam poterint in futurum, sed, totaliter simus imperpetuum exinde penitus auersi per præsentes. Et nos vero prædict' T. S. & M. & hæred' nostri p̃f. I. B. alias dictum I. B. cum tot̃ sequela sua procreat̃ seu procreanda liberos

Sect. 380.

liberos erga gentem omnem warrantizabimus imperpetuum per præsentes. In cuius &c.

Another forme of Manumission in English.

Sect. 381. TO all Christian people, to whom these presents commeth, A. Earle R. Lord S. and of R. sendeth greeting in &c. Be it knowne vnto all people, that whereas we by the information of diuers persons haue made title and claime to one I. T. of L. in the County of N. and to one W. T. brother to the same I. T. of S. in the County of R. and all their issues of their bodies comming to be villeins, and bound vnto vs, and appendant to our manor of I. in the County aforesaid. And forasmuch as wee finde neither proofe nor sufficient ground whereby wee may vnderstand that the said I. and W. or any of their issue should bee villeins or bound vnto vs, but by euident proofe in sundry wise brought and shewed to vs, we rather vnderstand the contrary to be true: therefore we being desirous to set all doubtfull matter apart, and willing also the said I. and W. to be no further grieued or molested wrongfully without sufficient cause, and that they may from henceforth liue in surety of the same, haue remised, released &c. *vt supra in the former Manumission of a bond-man.*

Attornement.

The forme of indorsing or entring of Attornement of Tenants.

Sect. 382. AND because lands and tenements and such things as naturall lye in grant, cannot be transferred from one to another by bare grants of the parties, without the attornement and agreement of others, it is meet somewhat to discourse of Attornement. An Attornement therefore is the agreement of the tenants of the Land, which is when the seigniorie, rent, reuersions or remainder is granted vnto him to whom the same is granted. And euery attornement is either actuall, or in law: an actuall attornement is the expressed consent of the tenant to such grant in any such deed by any ouert or open act, as by saying, I become your tenant according to this deed: Or that he liketh well thereof, or is contented therewith, or that he attorneth tenant to the grantee according to the tenor thereof, giuing to him some money in name of attornement, &c. Litt' 551. Plow. 25. a. 344. a. Attornement in law is when the person that ought to attorne doth not by plaine and expresse words, as is aforesaid, declare his consent to such a grant, but doth some other such act as in law sufficiently implieth and argueth his agreement thereunto: As if there be

Lord

Lord and Tenant, and the Tenant leaſeth for life to a woman, the remainder in fee to another, & the woman taketh an husband, to whom the Lord granteth the ſeruices: Or if there bee Lord and Tenant who marrieth a wife, and after the Lord granteth the ſeruices to her, and her husband accepteth the deed: Or if a leaſe be made for life or yeeres, and after he that hath the reuerſion or remainder granteth the ſame to his leſſee, who accepteth of the deeds. Theſe and ſuch like be attornements in Law. Litt' Sect. 558. 559. 560. 561. 564. &c.

Attornement for Tenant for life.

MEmorandum that the within named E. P. being tenant for terme of life of the ſaid manor of D. and other the lands and inheritance expreſſed in this Indenture, did the 5. day of J. in this preſent moneth of June the 32. yeere of the Qu. Maieſties reigne that now is, attorne vnto the within named J. B. according to the effect of the grant mentioned in the ſaid Indenture: And for proofe thereof did giue vnto him the ſaid J. in the name of Attornement, the ſumme of iiij. d. of vſual Engliſh money, in the preſence of theſe perſons whoſe names are ſubſcribed viz. A. B. C. D. &c. Sect. 383.

Or thus by diuers Tenants.

Memorandum that the perſons whoſe names are vnder written, 3. die J. & an' &c. did attorne and become tenants vnto the within named E. B. and P. his wife, according to the purport of the leaſe within mentioned. And for proofe thereof euery one of them did giue vnto the ſaid E. and P. one penny in the name of Attornement.

Or thus in Latine.

Memorand' etiam quod 16. die M. anno ſuprad', R. S. G. H. G. C. &c. ten' diuerſarum parcellarum tenementorum prædictorum ex ſeperalibus dimiſſionibus dict' T. W. ſuper tenementis præd' ſe præfat'. T. W. & T. S. inde atturnauerunt tenent', ipſiq; ſingulidederunt præfat' T. W. & T. S. ſingulos denarios nomine atturnamenti præd' &c. in præſentia teſtium prædict' & aliorum, ſcilicet A. B. &c.

Or thus with Liuerie of ſeiſin alſo.

SCiatis q; poſſeſſio & ſeiſina de terris & tenementis infraſcript', capt', & deinde deliberat' fuit infraſcript' S. P. infranomin' W. S. decimo die Iunii,

Iunii,an' infraſcript',ad vſum infraſcript', & ſecund' tenor' huius præſentis chartæ indentat': Necnon eodem die apud M. præd' infranomin' T.W. tenens vnius clauſi,parcell' præmiſſ. vocat' C. pro termino vitæ ſuæ, & vnius anni vlterius pro eod' clauſo, tam eid' S. quam infranominat' E.S.R. G.& E. M. ſecund' tenor' huius chart' indentat' attorn' & liberauit eid' S. vnum denar' legal' monet' Angl' in nomine atturnac' & ſeiſin' redditus ſui, per ipſum annuatim ſoluend' pro eodem clauſo durante termino p̄d', in p̄ſentia W.N. &c.

A Deed of Attornement.

Sect.384 OMnibus &c.T.H. &c.Cum ego p̄d' H.habeam & teneam pro termin' vitæ meæ vnum tenem̄tum cum ſuis p̄tin' in villa de C.voc' D. quod quidem tenem̄tum cum ſuis p̄tin',& reuerſionem inde (cum acciderit) poſt meum deceſſ. T. B. p̄quiſiuit de W.H.filio meo & hæred' apparenti: Noueritis me p̄f.H. poſuiſſe p̄d' T. B.in plen' & pacific' poſſeſſion' & ſeiſin' de reuerſione dicti tenem̄ti,cum omnibus ſuis p̄tin',per ſolution' vnius denarii argenti eidem T.B.in cuius &c.

Another Deed of Attornement.

Sect. 385. OMnibus &c. H.A.&c.Cum ego p̄d' H. habeam & teneam pro termino vitæ meæ vnum tenementum cum &c.Cuius quidem tenementi & ceter̄ p̄miſſ. cum ſuis p̄tinen' reuerſio quibuſdam R.S. & A.N. ſpectat. Ac etiam cum ego p̄d' H. A. habeam & teneam pro termino vitæ meæ vnum aliud tenement' &c. cuius tenementi & cæterorum p̄miſſ. reuerſio p̄f. R.S. ſpectat.Et quia mihi p̄f.H.ad præſens ſatis conſtat,q̄ p̄dict' R.S. p̄ ſecund' ſcript' ſua ſeperalia,geren' dat' &c.anno &c.bargan', dederit, & conceſſerit, ac per illud ſcript' ſuum confirmauerit W.P. & A. vxor̄ eius, & hæred' ſuis,reuerſiones dictorum tenementorum & cæteror̄ p̄miſſorum, prout per ſcript̄ illa liquet: Noueritis me nunc p̄f. H tenentem dictorum duorum tementorum & cæteror̄ p̄miſſor̄ cum p̄tin',vt p̄dict' eſt,ex mera ſpontanea voluntat' meæ præf. W.P.& A.vxor̄ eius,ratione dict' conceſſion' dict' reuerſionis, de & in p̄d' tenementis & ceteris p̄miſſis ſic p̄ me iam tent̄ p̄ ſolutionem vnius denarii attornaſſe,& quantum in me eſt, dict' donac', conceſſion' & contract' dict' reuerſion' tenementor̄, ac cæterorum p̄miſſ. cum ſuis p̄tin' in forma p̄d' fact' aſſenſum, & conſenſum p̄buiſſe, & illa approbaſſe imperpetuum per p̄ſentes. In cuius &c.

A Grant of lands in fee ſimple by the King to be holden in Capite.

Sect. 386. REx &c.Sciatis quod nos pro ſumma&c.legalis monet' Angl' ad manus Theſaur̄ Cur̄ noſtræ reuentionum Coronæ noſtræ ad vſum noſtrum

per

per dilect' nobis H. W. bene & fideliť perſoluť, de gratia &c. dedimus &c. eidem W. H. totum ſcitum & capitale meſuag' manerii noſtri de R. in R. in Com̃ noſtro N. nuper Monaſteř de C. in eodem Com̃ noſtro N. modo diſſoluť dudum ſpectanť & pertinen', ac parcellam poſſeſ. inde exiſtenť, ac omnes terras dominicales manerii p̃d': Necnon omnia Meſuagia, domos, ædific', hortos, pomaria, gardina, curtilag', terř, prata, paſcua, paſturas, aquas piſcarias, communias, iura, commoditates, & hæreditamenta noſtř quecunq; cum ſuis pertinentiis vniuerſis in R. in Com̃ p̃d', ac alibi vbicunq; in eodem Com̃, dict' capitali meſuag' manerii p̃d' quoquo modo ſpectantia vel pertin', cum eodem capitali meſuag' dimiſſa, vſitata, ſeu occupata exiſten' ac nuper in tenura T. H. armigeri, & modo in tenura ſeu occupatione dicti H. W. cum dicto capitali meſuagio exiſten', Ac etiam omnes & omnimodos boſcos, de, in, & ſuper dictis terř & ceteris p̃miſſis creſcen' & exiſten'. Damus etiam ac per p̃ſentes pro conſideratione p̃d' concedimus p̃f. H. W. aduocationem, donationem, liberam diſpoſitionem, & ius patronatus, Rectoriæ & Eccleſiæ parochialis de A. in dicto Com̃ noſtro N. Habend' &c. (*vt in præmiſſis*) & cætera omnia & ſingula præmiſſa ſuperius expreſſa & ſpecificata, cum ſuis pertinen' vniuerſis præfat' H. W. hæred' & aſſignatis ſuis in perpetuum. Tenend' de nobis, hæred', & ſucceſſoribus noſtris in capite, per ſeruic' &c. Ac reddend' inde annuatim nobis, hæred', & ſucceſſoribus noſtris xx. s. ad Curiã noſtř Augmentationum reuenc' Coronæ noſtř, ad feſtum, &c. ſingulis annis ſoluend' pro omnibus redditibus, ſeruitiis, & demandis quibuſcunque proinde nobis, hæredibus, vel ſucceſſoribus noſtris quoquo modo reddendis, ſoluendis, vel faciendis. Et vlterius, volumus, & per præſentes concedimus præfat' H. W. hæred' & aſſignatis ſuis, quod nos & hæredes & ſucceſſores noſtri in perpetuum annuatim, & de tempore in tempus exonerabimus, acquietabimus, & indemnes conſeruabimus eundem H. W. hæredes & aſſignatos ſuos, verſus nos, hæredes & ſucceſſores noſtros, & verſus quaſcunque alias perſonas, de omnibus & omnimodis, redditibus, feodis, annuitatibus, pencionibus, & denariorum ſummis quibuſcunque de præmiſſis, ſeu de aliquo præmiſſorum exeunť ſeu ſoluendis, vel ſuperinde oneratis, ſeu onerandis, præterquam de redditu & ſeruicio ſuperius per præſentes reſeruatis. Volentes etiam & firmiter iniungendo p̃cipientes, tam Cancellario & Concilio dictæ Curiæ noſtræ Augmentationum reuentionum Coronæ noſtř pro tempore exiſtentibus, quam omnibus & ſingulis Receptoribus, Auditoribus, & aliis officiariis & miniſtris noſtris quibuſcunque, hæred', & ſucceſſorum noſtroř, quod ipſi & eorum quiſq; ſuper ſolam demonſtrationem harum noſtrarum literarum patentium, vel ſuper irrotulamento earundem, abſque aliquo alio breui ſeu warranto à nobis, hæred', vel ſucceſſoribus noſtris quoquo modo impetrand', obtinend', ſeu proſequend', ſup̃ ſolutione dicti annui redditus xx. s̃.

nobis, hæred' & ſucceſſoribus noſtris ſuperius p r preſentes vt præfertur reſeruatis, plenam, integr um, debitamque allocationem & defalcationem, deductionem, & exoneracionem manifeſtam, de omnibus & omnimodis huiuſmodi reddit ibus, feodis, annuitatibus, penſionibus, & denari ſ ſummis de præmiſſis, ſeu de aliqua inde parcella (vt præfertur) exeunt ſeu ſoluend' præfato H. W. hæred' & aſſignatis ſuis facient & fieri curabunt. Et hæ literæ noſtræ patentes & irrotulament earundem erunt annuatim, & de tempore in tempus, tam dicto Cancellario & Concilio noſtro dictæ Curiæ noſtræ Augmentationum reuentionum Co næ noſtræ pro tempore exiſten', quam omnibus Receptoribus, Auditoribus, & aliis officiariis & miniſtris noſtris, hæredum & ſucceſſorum noſtrorum quibuſcunque, & eorum cuilibet ſufficiens warrant & exoneratio in hac parte. Et inſuper de ampliori gratia noſtra damus, & per præſentes concedimus præfato H. W. omnes exitus, redditus, reuentiones, & proficua omnium & ſingulorum præmiſſorum ſuperius expreſſorum & ſpecificatorum, cum pertinentiis, à feſto Sancti Michaelis Archangeli vltimo præterito hucuſque prouenien' ſiue creſen'. Habend' eidem H. ex dono noſtro abſque compoto ſeu aliquo alio proinde nobis, hæredibus, vel ſucceſſoribus noſtris quoquo modo reddendo, ſoluendo, vel faciendo. Et vlterius de vberiori gratia noſtra volumus, & pro nobis &c. per præſentes concedimus præf. H. W. q habeat, & habebit has literas noſtr patent ſub magno ſigillo noſtro Angliæ, debito modo factas & ſigillat, abſque fine ſeu feodo magno vel paruo proinde nobis in Hanaperio noſtro ſeu alibi ad vſum noſtrum quoquo modo reddend', ſoluend', vel faciend': Eo q expreſſa mentio (*vt ſupra* 357.) In cuius &c.

A Grant of a Manor with the Aduowſon appendant.

Sect. 337. REx &c. Sciatis quod nos ex gratia noſtra ſpeciali, in conſideratione veri & fidelis ſeruitii, quod dilectus ſeruiens noſter A. B. nobis præſtiſtit, & durante vita ſua præſtare intendit, dedimus & conceſſimus, ac tenore præſentium damus & concedimus præfat A manerium noſtrum de B. cum ſuis membris & pertinen' in comitatu noſtr S. Necnon Rectoriam de B. in eodem comitatu S. Ac Aduocationem Eccleſiæ de B. prædict', vna cum omnibus & ſingulis ſuis glebis, decimis, oblationibus, mortuar, porcionibus, penſionibus, & aliis proficuis quibuſcunque eidem Rectoriæ de B. aliquo modo pertinen' ſiue ſpectantibus. Ac etiam Aduocationem & Patronatum Vicariæ de B. prædict', cum ſuis iuribus & pertinen' vniuerſis: Necnon omnia & ſingula meſuag', terras, tenementa, prata, paſcua, paſturas, boſcos, ſubboſcos, redditus, reuerſiones, molendina, ſeruitia, feoda Militum, ward', maritagia, releuia, eſchactas, communias, aquas, ſtagna, vaſtas,

vaſtas, warrennas, libertates, franchef. Curias Let ac perquiſit Curiæ, Advocation' Patronat Vicariæ de B. prædict', ac etiam omnes alias Aduocationes & Patronat Eccleſiarum, Capellarum, Cantuariorum, ac alia iura & hæreditamenta quæcunque, cum ſuis pertinent' is vniuerſis in B. præd', ac alibi vbicunque prædict' Manerio, Rectoriæ, Vicariæ, ſeu eorum alicui ſpectan', ſiue aliquo modo pertinen', aut quæ vt membra vel parcella eorundem Manerij, Rectoriæ, Vicariæ, ſiue eorum alterius habita, cognita, ſiue reputata fuerunt: Quod quidem Manerium de B. necnon Rectoriæ, Vicariæ, terr, tenement, & cætera omnia & ſingula præmiſſa cum eorum pertin', inter alia ad manus noſtras deuenerunt, ac in manibus noſtris iam exiſtunt &c. de termino S. Trinitatis, ann' regni noſtri 29. plene liquet. Habend' &c (*vt ſupra in præmiſſis*) præfat A. B. & hæred' maſculis de corpore ſuo legitime procreatis. Tenendum de nobis & hæredibus noſtris in capite, per ſeruic' quinque partis vnius feodi Militis pro omni ſeruic', exactione, & demanda quacunque abſque compoto, ſeu ratiocinio, ſiue aliquo alio nobis, hæredibus aut ſucceſſ. noſtris pro eiſdem reddendo, vel faciendo. Et vlterius ex vberiori gratia noſtra dedimus & conceſſimus, ac tenore præſentium damus & concedimus præf. A.B. omnes & ſingulos exitus, &c. *vt ſupra proxima Sect*, Eo q̃ expreſſa mentio &c. In cuius &c.

A Grant of the Patronage of a Parſonage in fee, with an Aſſignement of a terme for yeeres of the glebe and tithes.

THis Indenture made the &c. day of D. in the &c. of the raigne of our Soueraigne Lady, &c. betweene G. T. of &c. of the one party, and T. W. of the other party, Witneſſeth, that whereas H. T. of &c. by his Indenture, bearing date, &c. for the conſiderations in the ſame deed mentioned, did giue, grant, &c, vnto the ſaid G. T. his heires and aſſignes, all that the Aduowſon, Patronage, free gift, and right of preſentation, of, and to the Pariſh Church of S. in the County of &c. and all the eſtate, right, title, and intereſt of the ſaid H. T. of, in, and to the ſame. To haue and to hold &c. vnto the ſaid G. T. his heires and aſſignes, to the only vſe and behoſe of the ſaid G. his heires and aſſignes for euer. To hold &c. And moreouer where the ſaid H. T. did by the ſame Indenture giue, grant, &c. vnto the ſaid G. T. his &c. all his eſtate &c. and terme of yeeres, which hee then had, or of right ought to haue had, of, in and to the ſaid Rectory, Parſonage and other Glebe lands of S. aforeſaid, and of, in, or to all and ſingular the tithes of corne, graine, hay, woll, lambe, milke, calfe, and other tithes, both predial and perſonall whatſoeuer, yeerely comming, growing, ariſing, renewing, accrewing, Sect. 388.

crowing, or increasing within the towne, fields, and parish of S. aforesaid, and which Rectory, Parsonage, and glebe lands, tithes, and other the premisses, the said H. T. did hold and inioy by force of a lease thereof to him made, by one L. G. then and now parson of S. aforesaid, for and during the naturall life of the said L. And whereas also in the said Indenture, one proviso was contained in effect following, that is to say, that when and as soone as the said H. T. his heires &c. should haue saued harmeiesse, and fully discharged the said G. T. his heires &c. and all their goods and chattels, of, and from one Obligation, in the said Indenture mentioned, wherein and whereby the said G. and H. stood ioyntly bound vnto one W. C. in the said Indenture likewise named, and haue fully performed the condition of the same Obligations and euery of them, that then, and at all times after whensoeuer the said G. his &c. should and would make or cause to be made, vnto the said H. T. his heires &c. such good, perfect and sufficient assurance and conueyance in law, of the said Aduowson, Patronage, free gift, and right of presentation, to the Church of S. aforesaid, as he the said H. his heires or assignes, should reasonably deuise and require. And also, that he the said G. his &c. should and would in like sort make, or cause to bee made, vnto the said H. his executors, &c. such good, perfect, and sufficient conueyance and assurance in the law, of the before mentioned lease of the foresaid Parsonage of S. with the tithes thereof, and of all other things, before by the said Indenture bargained and sold, as he the said H. T. his executors or administrators, shal reasonably deuise, and require, as in and by the said receited Indenture, amongst diuers other things, more at large it doth and may appeare. And whereas the said H. T. or his assignes, haue not saued harmeleſſe, or otherwise discharged the said G. T. from the Obligation in the said Indenture mentioned, nor did performe the condition of the said Obligation, according to the tenor, effect, and true meaning of the same condition: Now the said G. T. for good causes and considerations him specially mouing, hath giuen, granted, &c. and by these presents doth clearely, freely, and absolutely giue, grant, &c. vnto the said T. W. his heires and assignes for euer, all that the said Aduowson, Patronage, free gift, and right of presentation, of, and to the said parish Church of S. aforesaid, in the said County of D. and all the estate, right, title, and interest of the said G. T. of, in, and to the same, and all deeds, &c. concerning the same. To haue and to hold &c. And moreouer the said T. G. for the consideration aforesaid, hath clearely and absolutely giuen, granted, &c. vnto the said T. W. his &c. all the said estate and terme of yeeres, before recited, and to the said Rectory &c. To haue and to hold the said Rectory, &c. to the said T. W his executors and assignes, for, and during all such terme,

time,

time, and intereſt, as are or ſhould be yet to come, by force of the ſaid demiſe and grant made to the ſaid H. T. In witneſſe, &c. whereof &c. Hereunto adde neceſſarie Couenants.

A Grant of a Manor.

HEnricus &c. Sciatis quod nos &c. (*vt ſupra* 386.) per A. B. & I. P. vnde fatemur nos fore plenarie ſatisfactos & contentos, eoſdemque A. & I. acquietamus, de gratia, &c. totum illud dominium & manerium noſtrum de F. cum iuribus, membris, & pertinen' vniuerſis in Comitatu noſtro G. nuper Monaſter̄ de W. in eodem Comitatu noſtro de G. modo diſſoluť, dudum ſpectanť & pertinenť, ac parcell' poſſeſſionum & reuentionum eiuſdem nuper Monaſter̄ dudum exiſten', ac omnia & ſingula meſuagia, molēdia, toft̄, cottagia, curtulag', domos, ædificia, ſtructuras, columbar̄, hort̄, pomaria, gardin', erras, prata, paſcuas, paſſuras, boſcos, ſubboſcos, reddiť, reuerſiones, ſeruic', reddiť oneris, reddiť ſiccos, ac redd' ſuper quibuſcunque dimiſſionibus & conceſſionibus, reſeruat̄, annuitat̄, ac omnes & omnimodas decimas cuiuſcunque generis ſeu naturæ fuerint: Necnon feodi firmas, aquas piſcar̄, iampn', bruer̄, moras, mariſc', warrect', moras, warrenn', communes vias, vacuas fundos, natiuos, villanos cum eorum ſequel', feod' Militum, warda, maritag', eſcheat̄, releuia, heriot̄, curias let̄, viſus francipleg' quæ pertinent, ſeu in poſterum ſpectare poſſunt aut debent, bona & catalla wauiat̄, bona & catalla felon', tam de ſe, quam aliorum felon', fugitiuorum, conuict', aut quoquomodo damnatorum ſeu conuictorum extra cur̄, & alia noſtra iuriſdictiones, priuileg', & libertat̄, emolumenta, proficua, commoditat̄, & hæreditamenta noſtra quæcunque cum eorum pertinentiis vniuerſis, ſituat̄, iacen', & exiſten' in villis & campis, parochia ſeu hamletis de F. in dicto comitatu noſtro G. ac alibi vbicunque in eodem comitat̄, dictis domo & manerio pertinen' aut quoquomodo ſpectanť, aut vt membrum, pars, vel parcell' eiuſdem domus & manerii ante hac habit̄, cogn', accept̄, vſitat̄, reputat̄, demiſſ. ſeu locat̄ exiſtenť, aut cum eadem domo aut manerio, occupat̄, ſeu qualitercunque vſitat̄: Ac omnes & ſingulos boſcos & ſubboſcos, & arbores noſtras quaſcunque, de, in, vel ſuper prædict' manerio & domo, & cæteris præmiſſis, aut aliqua inde parcell' creſcenť ſiue exiſtenť: Ac totam terram, fundum, & ſolum eorundem boſcorum, ſubboſcorum, & arborum, & eorum cuiuſlibet: Necnon reuerſionem & reuerſiones omnium & ſingulorum præmiſſorum, & cuiuſlibet inde parcell', ac reddiť, reuerſion', ac cætera aduantagia & proficua quæcunque, ſuper quibuſcunque dimiſſ. conceſſ. præmiſſ. aut alicuius inde parcell' fact' ſeu reſeruat̄. Damus etiam pro conſideratione prædict', ac ex certa ſcientia & mero motu noſtris per præ- Sect. 389.

sentes concedimus præfat A. B. & I. P. aduocationem, donationem, præsentationem, liberam dispositionem, & jus patronat Rectoriæ & Ecclesiæ de S. in comitatu nostro R. nuper Monaster de A. in eodem comitatu nostro B. modo dissolut, dudum spectan. & siue pertinen. &. Damus etiam pro consideratione prædict', ac ex certa scientia & mero motu nostris per præsentes concedimus præfatis A. B. & I. P. omnia & singula dominia, maneria, mesuagia, terras, tenementa prata, pascua, pasturas, boscos, subboscos, reddit', reuersiones, seruic', decimas, aduocationes, ac cætera omnia & singula præmissa superius expressa & specificata cum pertinentiis, adeo plene, libere, integre, & cum omnibus eisdem huiusmodi, & consimilibus libert & immunitatibus quibuscunque, in tam amplis modo & forma, prout nuper Abbas dicti nuper Monaster de W. ac vltimus Abbas dicti nuper Monaster de A aut eorum alter, aut aliquis vel aliqui prædecessores sui in iuribus eorundem nuper Monaster, seu eorum alterius aliquo tempore ante dissolutionem, siue sursum redditionem eorundem nuper Monaster, seu eorum alterius, vel antequam nuper Monaster ill', seu eorum alterum ad manus nostras deuener, prædict' dominium, mesuagium, terras, tenement', decimas, aduocationes, ac cætera præmissa, aut aliquam inde parcellam habuit, tenuit, vel gauisus fuit, habuer, tenuer, vel gauisi fuerunt, seu habere, tenere, vel gaudere debuerunt. Et adeo plene, liber, integre, ac, in tam amplis modo & forma, prout ea omnia & singula ad manus nostras ratione vel prætextu alicuius chartæ, doni. concession', confirmation', siue sursum redditionis per dictum nuper Abbat, & eorum nuper Conuent', dictorum nuper Monaster, seu eorum alter sub sigillis conuentualibus, aut sub sigillo Conuentuali eorum alterius inde nobis confectarum, aut ratione vel prætextu alicuius actus Parliamenti, aut aliter quoquo modo deuenerunt, seu deuenire debuerunt, ac in manibus nostris iam existunt, seu existere debent vel debuerunt: Exceptis tamen semper nobis, hæredibus, & successoribus nostris omnino reseruat omnibus & singulis aduocationibus, donationibus, præsentationibus, & iuribus patronat quibuscunque dicto dominio & manerio & alteri præmiss. aut alicui inde parcell' quoquo modo spectant vel pertinentibus, præter prædict' aduocationem, donationem, præsentationem, & ius patronat Rectoriæ & Ecclesiæ de S. prædict'. Quæ quidem dominium, manerium, mesuagia, terræ, & tenementa, & cætera præmissa modo extendunt ad clarum annualem valorem &c. Habendum, tenendum, & gaudendum prædict' dominium, manerium, mesuag', terras, tenementa, prata, pascua, pasturas, bosco, subboscos, redditus, reuersiones, seruic', decimas, aduocationes, cur, & visus francipleg', hæreditamenta, & cætera omnia & singula præmissa cum pertinentiis, (exceptis præ-

exceptis)

exceptis) præfatis A. B. & I. P. hæredibus & assignatis suis imperpetuum, ad solum & proprium vsum ipsorum A. & I. ac hæredum & assignatorum suorum imperpetuum. Tenend', &c. (*vt supra* 386.) Et vlterius &c. (*vt supra* 386.) præfat' A. & P. ac hæredibus & assignatis suis, quod iidem A. & P. hæredes & assignati sui, habeant, teneant, & gaudeant, aut habere, tenere, & gaudere valeant & possint infra prædict' dominium, manerium, mesuagia, terras, tenementa, ac cætera præmissa, & infra quamlibet inde parcell tota talia, tanta huiusmodi, & consimil' cur', leet', visus francipleg', & omnia quæ ad cur', leet', & visus francipleg' pertinent, seu imposterum spectare possint aut debent, fines, amerciament', assisas panis, vini, & seruitiæ, liberas warrennas, decimas, bona & catalla wauiat', bona & catalla felon', tam de se, quam aliorum felon', fugitiuorum, vtlagat', attinct' seu conuict', wauias, extrahur', & alia jura, jurisdictiones, priuileg', libertat', franchis. proficua, commoditat', emolumenta, & hæreditamenta quæcunque, quot, qualia, quanta, & quæ dict' nuper Abbas dict' Monasterii (ante illud ad manus nostras deuenit) in prædictis dominio, manerio, & cæteris præmissis, aut in aliqua inde parcell', habuit, tenuit, & gauisus fuit, habuerunt, aut tenuerunt prætextu alicuius chartæ, doni, concessionis, siue confirmationis, aut literarum patentium, per nos, seu per aliquem progenitorum nostrorum præfat' nuper Abbati & nuper Conuent' dicti nuper Monaster' de Westmonaster', aut alicui, vel aliquibus prædecessorum suorum quoquo modo fact' vel conces. aut ratione vel prætextu alicuius præscriptionis, vsus, seu consuetudinis, antehac, aut aliter quoquo modo legitimo habit' ut vsitat'. Volumus etiam pro consideratione prædicta (*vt supra* 386.) præfat' A. & I. P. hæredibus & assignatis suis, quod nos, hæredes, & successores nostri imperpetuum annuatim, & de tempore in tempus acquietabimus, exonerabimus, & indemnes conseruabimus, tam eosdem A. & P. ac hæredes & assignatos suos, quam prædict' dominium, manerium, mesuagia, terras, tenementa, & cætera omnia & singula, præmissa, & quamlibet inde parcell', cum pertinentiis vniuersis; contra nos, hæredes, & successores nostros, & versus omnem aliam personam & personas quascunque de omnibus & omnimodis corrodiis, redditibus, feodis, annuitatibus, pensionibus, portionibus, denariorum summis quibuscunque de prædictis dominio & manerio, mesuag', terris, & tenementis, & cæteris præmissis, aut de aliqua inde parcella quoquo modo exeunt' seu soluend', vel superinde oneran' seu onerand', præterquam de redditu & seruitiis superius nobis & hæredibus & successoribus nostris per præsentes reseruat': Ac præterquam de omnibus & singulis redditibus, oneribus, & denariorum summis quibuscunque, quas aliquis firmarius vel firmarii præmissorum,

aut alicuius inde parcell' tenetur, seu tenentur soluere, aut aliquo modo onerantur soluere, seu facere. Volumus enim & per præsentes, firmiter injungend', præcipimus, tam Cancellario &c. (*vt supra, Sect.* 386. *verbatim,*) præfat A. B. & I. P. ac hæredibus & assignatis suis faciunt, & de tempore in tempus fieri causabunt. Et hæ literæ nostræ, &c. *vt supra Sect.* 386. Damus etiam pro consideratione prædict', ac ex certa scientia & mero motu nostr per præsentes concedimus præfat A. B. & I. P. omnia & singula redd', reuersiones, & proficua quacunque ad prædict' dominia, maneria mesuag', rer, tenementa, ac cætera omnia & singula præmissa, ac quamlib. inde parcell' cum eorum pertinentiis vniuersis, à festo Michael' Archangeli vltim præterit hucusque prouenient siue crescent. Habend' eisdem A. B. & I. P. ex dono nostro, absque compoto nostro, seu aliquo proinde nobis, hæred' & successoribus nostris quoquo modo reddendo, soluend', vel faciend'. Volumus etiam pro consideratione prædict', ac ex certa scientia & mero motu nostris per præsentes concedimus præfat A. B. & I. P. quod &c. *vt supra* 386. Eo quod &c. *vt supra* 357. *Mutatis mutandis.*

A Grant of the incorporation of a Towne.

Sect. 390. ELIZABETH &c. Archiepiscop &c. *vt infra Sect'* 391. salutem. Sciatis &c. (*vt supra* 327.) quantum in nobis est, dilectis nobis hominibus & inhabitantibus infra villam de R. in comitat nostro de H. & villa illa sit villa incorporata de vno Balliuo & inhabitantibus infr villa prædict' imperpetuum. Et quod Balliuus & inhabitantes infra eandem villam sint, & esse debeant vnum corpus incorporatum, & vna Communitas perpetuo, iure & nomine, ac habiles & capaces in lege, habeantque successionem perpetuum. Et & vna persona de inceps de inhabitantibus infra villam prædict' Balliuus villæ prædict' ad regimen eiusdem villæ fiat. Ac nos tenore præsentium W. H. nostrum fidelem seruientem, ac vnum inhabitant infra villam prædict', ac assignatos suos pro termino nonaginta annorum immediate & proximo complend', Balliuum ac Balliuos villæ prædict' nominatum, appunctuamus, & ordinamus durante term prædict': Ac postea de Regiæ nostræ potestatis plenitudine volumus, quod vna persona de inhabitantibus villæ prædict', ad regimen eiusdem villæ pro vno anno integro singulis annis in festo Sanct' Iohan' Baptist. in balliuum villæ prædict', per homines ac inhabitantes dictæ villæ eligat', ac ordinetur in perpetuum. Et quod idem Balliuus & inhabitantes per nomen Balliui & inhabitant infra villam de R. placitare possunt, & implacitari, in omnibus Curiis nostris, & aliis locis quibuscunque, habeantque sigillum commune ad negotia villæ prædict' agend' tractandum. Et vltius ex abundantiori gratia nostr concessimus, & licentiam dedimus ac per præsentes concedimus,

concedimus, & licentiam damus pro nobis & hæredibus noſtris prædict', quod idem Balliuus & Inhabitantes & ſucceſſores ſui imperpetuum habeant & teneant, ac habere & tenere poſſint vnum Mercatum ſingulis ſeptimanis apud villam noſtram de R. prædict' quolibet die Sabat' annuatim tenend', & vnam Feriam ibidem per vnum diem, viz. in feſto Aſſumptionis beatæ Mariæ Virginis ſingulis annis tenend' duraturum, cum Curiis pedis pulueriz̃at ibidem tenend', durante eiſdem Mercat̃ & Feria, vna cum exitibus, proficuis, & amerciamentis de hm̃odi Mercatu & Feria, & curiis prouenientibus, ac cum omnibus libertatibus, & liberis conſuetudinibus, proficuis, & emolumentis, ad hm̃odi Mercatum & Feriam pertinentibus ſiue ſpectantibus. Quare volumus & firmiter præcipimus pro nobis & hæredibus noſtris prædict', quod idem Balliuus & inhabitantes infra villam de R. prædict' imperpetuum habeant & teneant, ac habere & tenere poſſunt prædict' Mercatum & Feriam apud dictam villam noſtram de R. prædict', in forma prædict' tenendum, cum dicta curia pedis pulueriz̃ati, vna cum omnibus exitibus, proficuis, & amerciamentis de huiuſmodi Mercatu, Feria, & curiis prouenientibus, ac cum omnibus libertatibus, & liberis conſuetudinibus, proficuis, & emolumentis ad huiuſmodi Mercat̃ & Feriam pertin' ſiue ſpectantibus imperpetuum. His teſtibus, &c.

A Grant of a Corporation by the King.

HEnricus Dei gratia, &c. Omnibus ad quos præſentes literæ peruenerint ſalutem. Inſpeximus cartam domini R. nuper Regis Angliæ, progenitoris noſtr̃ fact' in hæc verba. Rich. Dei gratia Rex Angliæ & Franciæ, & dominus Hiberniæ, Omnibus ad quos præſentes literæ peruenerint, ſalutem. Inſpeximus cartam domini R. quondam regis Angliæ progenitoris noſtri in hæc verba. Rich' Dei gratia Rex Angliæ, Dux Normaniæ, Aquitan', Com̃. And. Archiepiſcopis, Epiſcopis, Abbatibus, Comitibus, Baronibus, Iuſticiar̃, Vicecomitibus, Seneſchall' Præpoſitis, & omnibus miniſtr̃ & fidelibus ſuis, Salutem. Sciatis nos conceſſiſſe, & præſenti Carta noſtra confirmaſſe Burgenſibus noſtris de D. Socam ſuam de D. cum villa de D. Habend' & tenend' de nobis & hæredibus noſtris per antiquam firmam quæ tunc temporis nobis reddebatur, & inſuper viginti & quinque Marcas argenti cum antiqua firma reddend' nobis annuatim, vt inde nobis reſpondeant ad Scaccarium noſtrum. Pro hac autem conceſſione noſtra ipſi nobis dederunt, &c. Quare volumus & firmiter præcipimus, quod iidem Burgenſes noſtri de D. prædict' Socham ſuam cum villa de D. præd' modo habeant & teneant bene & in pace, libere & quiete, integre, plenarie, & honorifice, cum omnibus libertatibus, & liberis conſuetudinibus. Sect. 391.

tudinibus ad eam pertinen'. Ita quod nullus eos super his disturbet. Testibus his H. Cantuar̃ Archiep̃o, R. Arch. Hereford', Will' de W. Osberto fil' H. Simone de P. Ric' Barre, & pluribus aliis. Dat̃ per manum Magistr̃ E. tunc agent̃ vices Cancell' xxij. die M. apud T. ann' 5. regni nostri. Nos autem dictas concession' & confirmation' prædict' progenit', ac omnia & singula in chart̃ sua p̃d' contenta rata habentes & grata, ea pro nobis & hæred' nostris (quantum in nobis est) dilectis nobis nunc Burgensibus præd' villæ de D. & eorum succeſſ. imperpetuum tenore præsentium concedimus & confirmamus (prout charta prædict' rationabiliter testatur) & prout iidem Burgenses & antecessores sui hm̃odi socam rationabiliter habere & tenere consueuerunt. In cuius rei testimon' has literas nostras fieri fecimus patentes. Teste meipso apud Westm̃ decimo septim̃ die D. anno regni nostri quinto. Inspeximus etiam quandam chartam domini E. nuper regis Angliæ quarti, progenit̃ nostr̃ fact' in hæc verba. Edw. Dei gratia, Rex Angl' & Franc', dominus Hibern' &c. (*vt supra.*) Sciatis ex parte dilectorum nobis nunc Burgensium, tenentium, residentium, & Inhabitantium villæ de D. in com̃ E. accepimus qualiter ipsi à tempore non modico transacto nonnullas libertates & liberas consuetudines habuer̃, ac eis vsi & gauisi fuerunt, p̃f. Burgenses, tenentes, residentes, & inhabitantes, metuentes se de & in huiusmodi libertatibus, & liberis consuetudinibus, ob defectu declarationis & expressationis earundem & aliis occasionibus futur̃ tempor̃ molestari, pregrauari, impediri, & perturbari, nobis humillime supplicarunt quatenus libertates & liberas consuetudines p̃d' sub verbis specialibus declarat̃ & expressatis eisdem Burgensibus, tenentibus, residentibus, & inhabitantibus, & eorum hæred' & succeſſ. in forma subsequenti concedere, & ipsos incorporare, & personas habiles & capaces cum succeſſ. perpetua facere dignaremur. Nos supplicationi suæ in hac parte fauorabiliter inclinati, de gratia nostra speciali, ac ex certa scientia & mero motu nostris, concessimus & per præsentes concedimus pro nobis & hæred' nostris, quod dicta villa de D. liber Burgus sit, & quod Burgenses, tenentes, residentes, & Inhabitantes eiusdem, & eorum hæred' & succeſſ. liberi Burgens. sint, & Gildam mercatoriam habeant, & eisdem libertatibus & liberis consuetudinibus gaudeant, & vtant̃ in eodem Burgo, prout ipsi & eorum prædecessor̃ ante hæc tempora rationabiliter vsi sunt & gauisi. Et quod ipsi extunc sint in re & nomine vnum corpus, & vna Communitas perpetua, & quod eadem Communitas singulis annis in quodam loco certo infra Burgum prædict', ad libitum suum eligere possunt de seipsis vnam idoneam personam in Maior̃, & duas alias idoneas personas in Seruientes ad clauas eiusdem villæ infra eandem villam commorant̃, ad regend' & gubernand' communitat̃ prædict' imperpetuum. Et quod iidem Maior & communitas habeant successionem perpetuam, & commune sigill' pro negotiis dictæ communitatis

nitatis seruit̃ imperpetuum. Et similiter quod idem Maior & Communitas, & successores sui, per nomen Maioris & Communitatis Burgi de D. placitari, implacitari, ac respondere, & responderi possint, coram nobis vel hæred' nostris, ac coram quibuscunq; Iusticiar̃ & Iudicibus nostris, hæredum nr̃orum, & aliorum quorumcunq;, in quibuscunq; curiis nr̃is, vel hæred nr̃orum, & in cur̃ alior̃ quorumcunque, in, & de omnimod' act̃onibus, sectis, querelis, & demandis, versus eos, vel per eos aliquo modo prosequend', vel impetrand'. Et quod ipsi imperpetuum habeant & gaudeant omnes & singulas libertates, & liberas consuetudines, quibus ante hæc tempora Maior & Burgenses villæ p̃dictæ vsi fuerunt & gauisi, seu quibuscunque aliis nominibus censeantur. Et si hm̃odi Maior infra annum post hm̃odi electionem sic factam decesserit, aut pro non sana gubernatione Burgi p̃d', aut pro aliquo delicto, vel aliqua alia causa quacunque ab officio Maioratus depositus vel amotus fuerit, adtunc communitas Burgi p̃d' & successores sui aliam idoneam personam in Maiorem Burgi p̃d' loco huiusmodi Maioris sic decedentis, depositi, vel amoti, pro residuo anni illius ad eundem Burgum regend' & gubernand' infra quindecim dies proxim̃ post hm̃odi decessum, depositionem, siue amotionem eligere possint & creare, & eisdem modo & forma fiat in omnibus de seruientibus ad clauas imperpetuum cum casus exigerit. Et vlterius de vberiori gratia nostra concessimus, & per præsentes concedimus pro nobis & hæredibus nostris præfat̃ Maiori & communitati, & eorum hæred' & successoribus, quod ipsi, hæredes & successor̃ sui habeant imperpetuum cognitionem omnimodorum placitorum de debito, transgress. conuention', & de omnimodis aliis causis & contractibus quibuscunq; infra eundem Burgum contingen' aut emergen', tenend' coram Maiore eiusdem Burgi, qui pro tempore fuerit in eodem, tam in præsentia nostra & hæred' nostrorum, quam in absentia nr̃a & hæred' nr̃orum imperpetuum: & quod omnia placita in Burgo p̃dict' emergent̃, siue de tenur̃ suis, siue de contractibus, conuentionibus, transgress. necnon de omnimod' debit̃, ac aliis causis & contractibus quibuscunque, seu vadimon' in eodem Burgo factis seu accommodatis in Guilda aula in eodem Burgo, coram Maiore eiusdem Burgi pro tempore existen' placitentur & teneantur imperpetuum. Et insuper concessimus, & per præsentes concedimus præfat̃ Maiori & Communitati, hæred' & successor. suis, quod ipsi, hæred', & successor. sui, per seruientes suos prædict' ad clauas, habeant potestatem & authoritatem attachiand' quoscunque viros & mulieres minus sufficientes per corpora sua, in quibuscunque placit̃ debitor̃, compotorum, transgressionum, conuentionum, detentionum catall', & aliarum actionum personalium seu mixtarum quarumcunque infra Burgum prædict' qualitercunq; factorum siue emergentium, quæ aliquo modo fuerint, siue moueri contigerint; coram Maiore Burgi prædict' pro tempore existen'.

ſten'. Præterea de abundanti gratia noſtr̃ volumus & per præſentes concedimus pro nobis hæredibus noſtris, quod quilibet Burgen. Burgi prædict', qui extunc in Maiorem Burgi illius eligentur. Maior ibim̃ extiterit vel fuerit ipſo facto, & quam citius in Maiorem eiuſdem Burgi ſic electus & præfectus fuer̃, ſit extunc Coronator noſtri & hæred' noſtror̃ in Burgo prædict', durante tempore quo officium Maioratus Burgi prædict' occupauerit. Et qd' idem Maior Burgi illius & ſucceſſ. ſui Maiores ibid' hẽant in Burgo illo poteſtatem, iuriſdictionem, auctoritat̃ & libertatem faciend' & exercend' omnia & ſingula quæ ad officium Coronat̃ ibidem pertinent faciend' & exequend', prout cæteri Coronat̃ noſtri & hæred' nr̃orũ infra Regnum noſtrum Angl' habuerunt & habere contigerint in futur̃. Ita ꝙ nullo tempore futur̃ aliquis Coronator eiuſdem regni noſtri Angliæ, niſi Maior Burgi prædict' pro tempore exiſtens ad aliqd', quod ad officium Coronator̃ in eodem Burgo pertinet faciend' ſeu exequend', ingrediatur, nec ſe de aliquo in eodem Burgo colore officii hm̃di intromittat quoquo modo. Et quilibet hm̃odi Burgenſis in Maiorem Burgi p̃dict' extunc eligend', immediate poſt hm̃odi electionem de ſe factam, ſacramentum ſuum tam de ſe, & pro officio Maioratus Burgi prædict' pro vno anno integro, aut aliqua parte ann' vt præmittitur eligend', quam de & pro officio Coronat̃ noſtri Burgi prædict' bene & fideliter faciend' infra Burgum p̃dict', coram Communitate eiuſdem Burgi pro tempore exiſten' præſtat corporale. Ac eidem Communitati & ſucceſſ. ſuis, quod ipſi & ſucceſſores ſui ſacr̃um illud a præfat̃ Maiore & Coronatore de tempore in tempus cum caſus exigerit, recipere poſſint, tenore præſentium licentiam dedimus ſpecialem. Ita quod hm̃odi Maior pro tempore exiſtens, vt Maior Burgi, aut vt Coronator noſtr̃ eiuſdem Burgi ad ſacr̃um Maioris vel Coronator̃ Burgi præd' p̃ſtand' alibi quam infra eund' Burgum, ſeu coram aliis quam coram communitate Burgi illius pro tempor̃ exiſten' nullo modo teneatur ſeu compellatur. Et vlterius de abundanti gratia noſtra conceſſimus & per præſentes concedimus pro nobis & hæred' noſtris præfatis Maiori & communitati burgi prædict' & ſucceſſoribus ſuis quod idem Maior & ſucceſſores ſui imperpetuum habeant returna omnium breuium, mandatorum, præceptorum & billarum noſtrorum & hæred' noſtrorum, necnon omnimod' ſummonition de Scaccar̃ noſtro & hæred' noſtror̃ & aliorum extractuum quorumcunque exequend' infra Burgum prædict' tam ad ſect' noſtram & hæred' noſtrorum per nos vel hæred' noſtros ſolos, ſeu nos vel hæred' noſtros coniunctim cum aliis perſonis vel alia perſona, quam ad ſectam alterius cuiuſcunque proſequendor̃ omnimodas executiones breuium mandator̃ præceptorum billarum ſummonitionum & extractuum prædict' : Ita quod nullus vicecomes, Coronator, Eſchaetor, Ballius aut alius miniſter noſter, vel hæred' noſtrorum Burgum prædictum

dictum ingrediat̃ ad aliquod officium ibidem faciend' niſi in defectu ipſius Maior̃ vel ſucceſſorum ſuorum. Et inſuper &c. (*vt ſupra verbatim*) & ſucceſſores ſui habeant & teneant imperpetuum vnam feriam apud dictum Burgum de D. ſingulis annis in vigilia & in feſto & in craſtino Annuntiationis beatæ Mariæ Virginis tenend' & per eoſdem tres dies duratur̃ cum omnibus liber̃ & liberis conſuetudinibus̃ ad huiuſmodi feriam pertinen' niſi feria illa ſit ad nocumentum vicinarum feriarum. Quare volumus & firmiter præcipimus pro nobis & hæred' noſtris prædict' quod præfat̃ Maior & Communitas & ſucceſſores ſui prædict' habeant & teneant feriam prædictam apud Burgum prædictum in forma prædicta cum omnibus libertatibus & liberis conſuetudinibus ad huiuſmodi feriam pertinen', niſi feria illa ſit ad nocumentum vicinarum feriarum ſicut prædict' eſt. Et præterea de gratia noſtra ſpeciali conceſſimus & per præſentes concedimus præfat̃ Maiori & Communitati & ſucceſſoribus ſuis quod idem Maior & ſucceſſores ſui ſint Iuſticiar̃ ad cuſtod' pacis noſtræ infra Burgum prædictum conſeruand'. Et quod idem Maior & ſucceſſores ſui prædict' habeant imperpetuum huiuſmodi authoritatem & poteſtatem infra eundem Burgum ad pacem noſtram & hæred' noſtrorum tantum conſeruand' & non aliter, prout cæteri Iuſtic' ſiue cuſtod' pacis noſtræ in hac parte in aliquo Comitat̃ regni noſtri Angl' in eodem Com̃ habeant & habuerunt. Quare volumus & firmiter præcipimus pro nobis & hæred' noſtr̃ prædict' quod præfat̃ Maior & Communitas Burgi prædict' ac eorum hæred' & ſucceſſores omnia & ſingula huiuſmodi libertates, conſuetudines, franchefias & priuilegia ac omnia alia præmiſſa prout ſuperius expreſſ. eſt habeant, teneant, & exerceant, ac eis & eorum ſingulis plene libere integ. pacifice & quiete imperpet' gaudeant & vtantur abſque impetitione, impedimento, ꝑturbatione, moleſtatione, vexatione, ſeu grauamine noſtri vel hæred' noſtrorum ꝑdict' aut aliquorum noſtrorum officiariorum ſeu miniſtr̃ noſtror̃ vel hæred' noſtor̃ aut alior̃ quorumcunque, Eo quod expreſſa mentio de vero valore annuo præmiſſorum ſeu aliquo alio valore eorundem aut alicuius inde parcellæ, aut de aliis donis ſeu conceſſionibus eiſdem Maiori & Communitati & ſucceſſoribus ſuis aut Maiori & Burgenſibus dictæ villæ de D. & ſucceſſoribus ſuis aut aliquibus prædeceſſorum ſuorum & ſucceſſoribus ſuis per nos vel per progenitores ſeu prædeceſſores noſtros ante hæc tempora fact' in præſentibus minime fact' exiſtit. Aut aliquo ſtatuto, actu, ordinatione, ſeu prouiſione in contrarium fact' edit' ordinat' ſiue prouiſ. non obſtant'. His teſtibus &c. W. & aliis 30. die O. anno regni noſtri ſeptimo. Inſpeximus inſuper quandam Cartam domini H. nuper regis Angliæ Progenitoris noſtri fact' in hæc verba. Henric' &c. (*vt ſupra*) Omnibus ad quos præſentes literæ ꝑuenerint Salutem. Inſpeximus literas patentes domini R.

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nuper Regis Angliæ ſecundi poſt conqueſtum factas in hæc verba Ric' *vt ſupra*. Omnibus ad quos præſentes literæ peruenerint Salutem. Inſpeximus Cartam domini R. quondam Reg' Angliæ progenitoris noſtri in hæc verba. Richardus *vt ſupra*. Salutem. Sciatis nos conceſſiſſe & præſenti Carta noſtra confirmaſſe, &c. *vt ſupra*. Inſpeximus etiam quaſdam alias literas patentes cuiuſdam Petri de Manlay quondam Domini de Mulgrene ſigillo ſuo armorum ſigillat' ſimiliter factas in hæc verba. **Sachant toutes ceaux que ceſtes lettres verront, ou oyront, qui ieo Piers de Manley le quint Seignieur de Mulgræne, ay releſſe & quiteclaime aurybien as pouers come as riches de la Comminalty de la Ville de D. la Manuoiſe cuſtome leme de meſme la Ville deuant ceux heures per mes auncеſtours la quel nous ſolaynes reſceiuer de toutes manners Regratours de meſme la ville, ceſtaſſauoire, Peſtours, Wyacoreſours, Bochiers, Pe chours & Oſtelwes & de tout altre manner regraterie. Iſſint que ieo auantdit Piers ne nul de mes heires au cel cuſtome auauntdit nul clayme ne metrons. En teſtmoignance de quel choſe a ceſt Letter Patent ay ieo mis mon Seale. Done a D. Jeoued prochein apres la quinzen de Saint Michaell an du reigne le Roy Edward le tierce apres le conqueſt quint.** Nos autem Chartas & literas prædictas, ac omnia & ſingula in eiſdem contenta, rat' habentes & grat', ea pro nobis & hæredibus noſtris (quantum in nobis eſt) acceptamus & approbamus, & dilectis nobis nunc Maiori & Burgenſibus & Comit' prædict' villæ de D. & eorum ſucceſſoribus tenore præſentium ratificamus & confirmauimus, prout chartæ & literæ prædictæ rationabiliter teſtantur, & prout iidem nunc Burgenſes franchefiis, libertatibus, & quietanciis in literis prædict' contentis vti & gaudere debent, ipſique & eorum anteceſſores franchefiis, libertatibus, & quietanciis hmodi, a tempore confectionis literarum prædictarum ſemper hactenus rationabiliter vti & gaudere conſueuerunt. In cuius rei teſtimon' has literas noſtras fieri fecimus patentes. Teſte meipſo apud Weſtmonaſt' 18. die M. Anno regni noſtri 23. Inſpeximus præterea quandam chartam dom H. nuper Regis Angliæ ſeptimi patris noſtri fact' in hæc verba. Henricus (*vt ſupra.*) Sciatis &c. (*vt ſupra Sect'* 327.) Maiori & Communitati villæ noſtræ de D. & eorum ſucceſſoribus, Manerium, villam, dominium, & Socam de D. cum omnibus villis, villatis, hamlettis, & membris ſuis quibuſcunque, Ac omnia & ſingula meſuag', terr', tenementa, redditus, reuerſiones, & ſeruic', mariſcos, aduocationes Eccleſi r, Cantariarum & capellarum poſſeſſiones & hæreditamenta noſtra quæcunque, infra prædict' manerium, dominium, villam, & Socam de D. ac infra prædict' alias villas, villatas, & membra exiſten', vna cum curiis, letis, viſ. francipleg', aquis, molendi-

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nis, introitu, & exitu aquarum ibidem, feriis, mercatis, tolnetis, picagiis, ſtallagiis, pontagiis, paſſagiis, ac omnibus & ſingulis proficuis, commoditatibus, & emolumentis quibuſcunque prædict' manerio, dominio, villis, villatis, & cæteris præmiſſis, aut eorum alicui qualitercunque pertin' ſeu ſpectan', aut infra præcinctum eorundem, vel eorum alicuius vbicunque exiſten, vel ad nos, hæred', & ſucceſſores noſtros qualitercunque pertin', ſeu nuper pertin', prout nos ea omnia & ſingula præmiſſa, vel eorum aliquod habemus, ſeu nos, progenitores, aut prædeceſſores noſtri aliquo tempore præterito hucuſque habuimus, vel de iure habere debuiſſemus: Necnon omnia & ſingula exitus, reuerſiones, & proficua, de prædict' Curiis, viſ. francipleg', aquis, molendin', feriis, mercatis, tolnetis, picagiis, ſtallagiis, pontagiis, paſſagiis, & cæteris præmiſſis, ſeu aliquo præmiſſorum, quoquo modo prouenien' ſiue emergen'. Habend' & tenend' prædictum Manerium, dominium, ſocam, villas, villatas, & cætera præmiſſa cum eorum membris & pertinentiis vniuerſis, a feſto Paſchæ vltimo præterito præfat Maiori & Communitati, ac eorum ſucceſſoribus, de nobis & hæredibus noſtris ad feodi firmam imperpetuum: Reddend' inde pro omnibus & ſingulis in p̃ſentia ſpecificat p̃f. nunc Maiori & Communitati conceſſis annuatim nobis, hæred' & ſucceſſoribus noſtris ſeptuaginta & quatuor libras treſdecim ſolidos vndecim denarios & obolum, ad Scaccar̃ noſtrum, ad feſta Sancti Mich. Archang' & P. per æquales porciones ſoluend', abſque compoto, vel aliquo alio onere vel reditu, ſine aliquo alio inde nobis, hæred' vel ſucceſſ. noſtris, per ipſos Maiorem & communitat̃, aut ſucceſſores ſuos quouiſmodo reddend', ſoluend', ſeu faciend'. Et vlterius nos de vberiori gratia noſtra pro nobis, hæred' & ſucceſſoribus noſtris conceſſimus, & per p̃ſentes concedimus p̃fat Maiori & Communitati ac ſucceſſoribus ſuis, quod iidem Maior & Communitas & ſucceſſores ſui imperpetuum habeant & teneant bis in quolibet anno ſingulis annis imperpetuum, vnam letam ſiue viſus francipleg' infra dicta Manerium, Dominium, villas, villatas, & cæter̃ p̃miſſa, coram Seneſchallo ſiue Recordatore Maioris & Communitat̃ eiuſdem villæ pro tempore exiſten', aut eius deputato ſiue deputatis ſufficientibus, ſecundum legem & conſuetudinem regni noſtri Angl' ibim̃ bis per annum tenend'. Et quod habeant emend' aſſiſæ panis & ceruiſiæ, ac aliorum victualium venalium quorumcunque, Necnon correctionem & punitionem eorund' & cuiuſlibet inde p̃cell', ac totum & quicquid quod ad letam vel viſ. francipleg' pertinet aut pertinere debet aut poterit. Et etiam quod prædict' Maior & Communitas, & ſucceſſores ſui, habeant omnia exitus, & proficua, perquiſitiones, fines, penas, redemptiones, forifacturas, & amerciamenta, in omnibus & ſingulis hm̃odi letis ſiue francipleg' forisfaciend' vel affidend'. Necnon Wayf, Stray, Infangthef, &

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Outfangthef, infra Manerium, Dominium, ſocam, villas, villatas, & cætera p̃miſſa & p̃cinct' eorund', & eorum cuiuſlibet emergen' ſiue contingen'. Et etiam bona & catalla omnium & ſingulorum felon', & felonum de ſe, ac bona fugitiuorum, conuictorum, & attinctorum, necnon bona & catalla vtlagatorum & damnatorum, & Wreccum Maris (cum acciderit) ac bona & catalla quæcunque confiſcat̃ infra manerium, dominium, ſocam, villas, villatas, & cætera p̃miſſa, ac p̃cinct' eorundem, & cuiuſlibet eorundem, inuent̃ ſeu inueniend' imperpetuum. Et vlterius (*vt ſupra*) & hac præſenti Charta noſtra confirmauimus pro nobis, hæred', & ſucceſſ. noſtris prædict' præfat̃ Maiori & Communitati & ſucceſſoribus ſuis, quod ipſi & eorum ſucceſſores, habeant & teneant duo Mercata, & quicquid ad Mercatum pertinet, ſeu pertinere debet aut poterit infra prædict' Manerium, dominium, & villam de D. vel aliquam parcell' eorund' qualibet ſeptimana ſingulis annis imperpetuum, modo & forma ſequen', videlicet, quod ipſi & ſucceſſores ſui habeant & teneant vnum mercatum dictorum duorum mercatorum quolibet die Sabbati, & alter̃ mercat̃ eorundem duorum mercat̃ quolibet die Martis ibidem tenend' imperpetuum. Et inſuper quod iidem Maior & Communitas & ſucceſſores ſui, habeant & teneant annuatim imperpetuum duas Ferias ſiue Nundinas infra prædictum manerium, dominium, & villam de D. & præcinct' eorundem, vel eorum alicuius, & quicquid quod ad feriam ſiue nundinas pertinet, ſeu pertinere debet aut poterit: Vnam videlicet Feriam ſiue Nundinas prædictar̃ duar̃ ferarum ſiue nundinarum, tenend' apud dictam Villam de D. ſingulis annis p̃ tres dies, viz. in vigilia & in die ſancti Iacobi Apoſtoli, & in craſtin' die immediate ſequen' duratur̃: Alteram vero ferarum ſiue nundinarum prædict' duarum feriarum ſiue nundinarum, tenend' apud p̃dictam villam de D. annuatim imperpetuum, in vigilia & in die Annunciationis beatæ Mariæ Virginis, & in craſtino die immediate ſequen' ſimiliter duratur̃, cum libertatibus, & liberis conſuetudinibus, proficuis, reuentionibus, aduantagiis, commoditatibus, & emolumentis ad huiuſmodi mercatum, ferias, ſiue nundinas, quouiſmodo p̃tin' ſiue ſpectan'. Dum tamen feriæ ſiue nundin' & mercatum illa non ſunt ad nocumentum aliorum vicinorum mercat̃, ſiue aliar̃ vicinar̃ feriarum ſiue nundinarum. Quare volumus, concedimus, & firmiter præcipimus, pro nobis, hæred', & ſucceſſoribus noſtris per præſentes, quod p̃dict' Maior & Communitas & ſucceſſores ſui habeant & teneant mercatum & ferias ſiue nundinas prædict' apud dictam villam de D. vt prædictum eſt ſingulis annis imperpetuum, cum omnibus libertatibus, & liberis conſuetudinibus, necnon omnibus & ſingulis proficuis, reuentionibus, aduantagiis, commoditatibus, & emolumentis ad huiuſmodi mercatum, ferias, ſiue nundinas, ſiue eorum aliquod quoquo modo pertin' ſiue ſpectan', dum tamen

mercatum,

mercatum, feriæ, siue nundinæ illæ non sint ad nocumentum vicinorum mercatorum, feriarum, siue nundinarum. Et vlterius (*vt supra,*) quantum in nobis est tenore præsentium, quod idem Maior & Communitas, & successores sui, faciant, habeant, & constituant de tempore in tempus imperpetuum ad eorum placitum, per literas suas patentes, sigillo suo communi sigillatas, vnam idoneam personam esse seneschall' siue Recordatorem ipsorum Maioris & Communitat' & successorum suorum prædict' manerii, dominii, & Socæ de D. ac Cur' Let' r', visus francipleg' prædict', & cæterorum præmissorum. Habend', exercend' & occupand', officium Seneschall' manerii, dominii, & Socæ totum, ad cur' r', let' & vis. francipleg prædict', per se, vel per deputatum, siue deputatos suos sufficientes, ad terminum vitæ vel annorum, seu ad voluntatem ipsorum Maioris & Communitat', & successorum suorum, prout eis melius videbitur expedire. Et quod prædict' Maior & Communitas, & successores sui, habeant & teneant vnam Cur' quolibet septimana imperpetuum singulis septimanis, videlicet quolibet die Iouis imperpetuum in Guihalda prædict' villæ de D. omnia & omnimod' placita, actiones, & querelas, tam reales quam personales & mixtas, coram Maiore prædict', manerii, dominii & Socæ de D. ac cæterorum præmissorum pro tempore existen', ac coram Seneschall' siue Recordatore Maioris & Communitat' manerii, dominii & Socæ illorum, ac cæterorum præmissorum, vel deputato siue deputatis suis sufficient', secundum legem & consuetudinem regni nostri Angliæ, audiend' & terminand', per breue siue breuia nostra, hæred' vel successorum nostrorum quorumcunque, siue quærelam aut quascunque querelas, ac iurisdictionem & potestatem cognoscend', audiend' & terminand' coram quocunque huiusmodi Seneschall' siue Recordatore, seu eius deputato sufficiente, aut eius deputatis sufficientibus, omnes & omnimod' actiones, sectas, quærelas, & demand', reales, personales, & mixtas, tam de omnibus & singulis rerum & tenementis infra prædict' maneria, dominium, villam, & socam de D. aut eorum membris cum pertinen', ac præcinct' eorundem, vel alicuius eorum existen', quam de, & in omnibus & omnimod' debitis, ad quamcunque summam, aut quascunque summas se attingunt, ac de, & in omnibus transgressionibus, debitis, detentionibus, comporis, conuentionibus, deceptionibus, contractionibus, causis, demandis, ac materiis quibuscunque infra manerium siue dominium, villam, & socam de D. ac cætera præmissa seu præcinct' eorundem, seu alicuius eorundem emergent' siue contingent'. Et quod Curia illa sit cur' de Recordo, quodque quilibet huiusmodi Seneschall' siue Recordator pro tempore existen', & quilibet deputat' cuiuscunque hmodi Seneschall' siue Recordatoris habeant plenam potestatem & auctoritatem, tenend', audiend', & terminand' placita & q̃relas illa, secundum debitam legis formam, & proce-

cedend' ad iudicium, in & ſuper eiſdem, & facere inde executiones, prout legi noſtr̃ concinit aut conſucuit. Et quod idem Maior & Communitas,& ſucceſſ. ſui conſtituant & habeant, ac conſtituere & habere poſſint, vnum aut duos ſoruientes ad Clauam infra manc̃r,& dominium,vill', & ſocam de D. prædict', ac cætera præmiſ. ad attend' ſuper Maiorem villæ prædict' pro tempore exiſten': Et ad faciend' & exequend' ſummon', diſtriction', & attach. ac alia præcepta Cur̃ p̃d', tam per corpus, quam aliter infra p̃d' dominium,manc̃r,villam,& ſocam de D.& cæter̃ præmiſſ.& præcinct' eorund',virtute warranti ſiue præcept̃, ac cuiuſcunque proceſſus authoritate ſupradict', vel aliter infra prædict' manc̃r, dominium, villam & ſocam de D. & cætera præmiſſa, ac præcinct' eorundem, vel ec̃ alicuius, eis au. eor̃ alteri direct ſiue dirigend. Concedimus inſuper præfat̃ Maiori & Communitati & ſucceſſoribus ſuis, ad eorum vſum & opus propria per præſentes,omnia & ſingula exitus, proficua, fines, amerciamenta, & alia emolumenta quæcunque,in curia prædicta,ſiue ratione cur̃ illius per quamcunq; cauſam contingen' abſque compoto ſeu aliquo alio inde nobis. hæred' vel ſucceſſoribus noſtris,reddend', ſoluend',ſeu faciend'. Conceſſimus etiam præfat̃ Maiori & Communitati, ac ſucceſſoribus ſuis, quod Maior villæ prædict' pro tempore exiſten',ac Seneſchall' ſiue Recordat' eiuſdem villæ pro tempore exiſten', Ac tres Aldermanni eiuſdem villæ per Maior̃ & Seneſchall',ſiue Recordatorem villæ illius ad hoc elect',ſint Iuſtic' & cuſtodes pacis noſtræ, hæred' & ſucceſſorum noſtrorum infra prædict' manerium, dominium, villam & ſocam de D. præd', ac cætera præmiſſa ac præcinct' eorundem.Et quod idem Iuſtic', vel duo eorum,quorum præfat̃ Seneſchall' ſiue Recordator pro tempore exiſten', ſemper ſit vnus, plenariam habent poteſtatem & authoritatem ad pacem noſtram hæred' vel ſucceſſorum noſtrorum conſeruand'. Necnon omnia ordinationes & ſtatuta facta & fiend' pro bono pacis noſtræ hæred' & ſucceſſ̃ noſtrorum,ac quieto regimine & gubernatione populi noſtri, hæred' & ſucceſſorum noſtrorum, in omnibus & ſingulis ſuis articulis, infra prædict' manerium, dominium,villam,ſocam,de D.prædict',& cætera præmiſſa, & præcinctum eorundem,iuxta vim, formam, & effectum eorundem Statutorum & ordinationem cuſtodiend' & cuſtodiri faciend', & ad omnes illos quos contra formam & ordinationem ſtatutorum prædict' venerint, aut facierint, ſecundum legem terræ puniri faciend'. Et omnes illos qui aliquibus de populo noſtro, vel hæred' ſeu ſucceſſ.noſtrorum de corpor̃ ſuis, vel de incendiis domor̃ ſuarum minas fecer̃, ad ſufficient̃ ſecuritatem de pace & bono geſtu ſuis erga nos & populum noſtrorum, hæred' & ſucceſſ. noſtror̃ inueniend' cor̃ eis venire, & ſi huiuſmodi ſecuritatem inuenire recuſauer̃, tunc eos in priſonam noſtram hæredum & ſucceſſorum noſtrorum infra p̃dict'

villam

villam de D. quouſq; huiuſmodi ſecuritat̃ inuenerint, ſaluo cuſtod' faciend'. Ac omnes materias, querel', defect', cauſas, & alia quæcunq; infra dict' man', dominium, vill', & ſocam de D. & præcinct' eorundem impoſter̃ perpetrat̃ ſiue contingen', adeo plene & integre inquirend', audiend' & terminand', prout cuſtodes pacis noſtræ, hæred' & ſucceſſ. nr̃or̃, ad pacem in aliquo Com̃ Angliæ conſeruand' aſſign', virtute ordinationum & ſtatutorum p̃d', ac l̃rarum noſtrarum p̃d' patenc' deſtitui aut deſtituend', terminare debent & ſolent ſeu debebunt, per Maior̃ & Seneſchall' ſiue Recordat̃ & huiuſmodi tres Aldermanos dict' villæ de D. pro tempore exiſten', vel duos eorum, quor̃ dict' Seneſchall' ſiue Recordatorem pro tempore exiſten' vnum eſſe volumus inquirant̃ & terminant̃, ſecundum legem & conſuetudinem Regni noſtri Angliæ, & iuxta formam, & ordinationem ſtatutorum prædictorum: Ita quod cuſtodes pacis noſtræ, hæred', vel ſucceſſorum noſtrorum ad huiuſmodi felonias, tranſgreſſiones, & malefacta in Comitatu prædict' fact', perpetrat̃, fiend', ſiue perpetrand', audiend' & terminand', aſſign' vel aſſignand' infra prædictum manerium, dominium, villam & ſocam, ſeu cætera præmiſſa, aut præcinctum prædict', ad aliquod quod ad cuſtodes pacis noſtræ, ſiue Iuſtic' huiuſmodi ibidem pertinet faciend' non ingrediantur, nec ſe in aliquo intromittant. Sciatis inſuper, quod nos de gratia *(vt ſupra)* præfat̃ Maiori & Communitati & ſucceſſoribus ſuis prædictis, quod omnia & ſingula breuia, præcepta, warrant̃, ſumm̃, attachiamenta & mandata per Maiorem, ſiue per Maiorem & Communitatem, aut per Seneſchallum, ſiue Recordatorem prædict' manerii, dominii, villæ, & ſocæ, de D. aut eorum aliquem pro tempore exiſten', aut per deputatum Seneſchall' ſiue Recordatoris manerii, villæ, & ſocæ illorum pro tempore exiſten' concedend', vel extra cur̃, ſiue viſus franciplegʒ prædict', pro aliqua materia, re, vel cauſa quacunque emanantia ſeu proſequend', aut per præfat̃ Cuſtodes ſiue Iuſtic' pacis prædict' manerii, dominii, villæ, & ſocæ de D. ſeu eorum aliquos vel aliquem concedend', vel extra aliquam ſeſſionem, coram eis ſiue eorum aliquibus, vel aliquo tenend' pro aliqua materia, re, vel cauſa quæcunq; emanantia proſequend' vel dirigend', ſeruient̃ ad Clauas prædictor̃ manerii, dominii, villæ, & ſocæ de D. pro tempore exiſten', ſeu eorum alicui, iuxta iuris exigentiam dirigantur, & per eoſdem ſeruientes ad clauas, ſeu eorum aliquem, iuxta vim, formam, & effectum breuium, præceptor̃, warrantor̃, & mandatorum debite exequantur & returnentur: Ita quod nullus Vicecomes Com̃ noſtri, hæredum vel ſucceſſorum noſtrorum comitat̃ Ebor̃, vel aliquis alius Officiarius ſeu Miniſtr̃ noſtr̃, hæredum, vel ſucceſſorum noſtrorum, neque aliquis alius, niſi tantumodo ſeruientes ad clauas, aut eorum aliquis pro tempore exiſten' in negʒ prædict' Maioris & Communi-

tatis,'& ſucceſſ. r im ſuorum in nullo ſe intromittat, aut intromittant quoquo modo. Et quod omnia & ſingula huiuſmodi breuia, præcepta, warranta, ſumm attachiamen & mandata per huiuſmodi ſeruientes ad clauas, ſeu eorum aliquem execu ſeu returnat eiuſdem vigoris & effectus in lege exiſtant, ac ſi etiam breuia, præcepta, warranta, ſumm attachiamen & mandata vicecomitibus noſtris, hæredum vel ſucceſſ r noſtrorum prædict' Comitatu Eborum pro tempore exiſten', aut alicui alii Officiorum ſeu Miniſtrorum noſtrorum, hæredum, aut ſucceſſorum noſtrorum direct', ac per hm odi Vicecom, Officiar, ſeu Miniſtr, aut eorum aliquem execut & returnat fuiſſent. Conceſſimus etiam de vberiori gratia noſtra eiſdem Maiori & Communitati, ac ſucceſſoribus ſuis, quod ipſi & ſucceſſores ſui habeant retornum, ac plenum retornum omnium & ſingulorum breuium, præceptorum, warrant, ſummon', attachiamen t, & mandatorum noſtrorum, hæred' & ſucceſſorum noſtrorum, ac ſummon', attach. & diſtrictiones Scaccarii noſtri, hæred' & ſucceſſorum noſtrorum, & executiones eorundem, infra manerium, dominium, villam, & ſocam de D. & cætera præmiſſa, at præcinctum eorundem, coram nobis, aut hæred' vel ſucceſſoribus noſtris vel aliquibus Iuſticiar noſtris, hæredum vel ſucceſſorum noſtrorum, ſiue in Scaccario noſtro, hæred', vel ſucceſſ. noſtrorum retornand', tam ad ſectam noſtram, hæred' & ſucceſſorum noſtrorum, quam ad ſectam alterius cuiuſcunque, ſiue aliorum quorumcunque proſecut vel proſequend' ſeu retornand': Ita quod nullus Vicecomes, aut alius Balliuus, ſeu miniſter noſter, hæred' vel ſucceſſorum noſtrorum, manerium, dominium, villam, & Socam de D. prædict', & cætera præmiſſa, vel præcinct' præd', aliquo modo ingrediatur ad hm odi breuia, præcepta, warrant, ſummon', attachiamenta, ſiue mandata, aut ſummon', attach. ſeu diſtrictiones Scaccarii prædict', infra manerium, dominium, villam & Socam illam, ſiue præcinctum prædict' faciend', ſiue exequend', niſi ſit in defectu ipſorum Maioris & Communitatis, & ſucceſſorum ſuorum. Et vlterius concedimus pf. Maiori & Communitati, quod ipſi & ſucceſſores ſui habeant Gaolam in loco competente, infra præcinctum dict villæ de D. pro quibuſcunque feloniis, tranſgreſſ. malefact' & aliis materiis & cauſis quibuſcunque arreſtand', ſiue attach', ſiue eidem Gaol' committend' ibidem, ſecundum legem noſtram, ſaluo & ſecur impriſonand' & cuſtodiend'. Eo quod &c. (*vt ſupra* 357.) Et volumus & concedimus per præſentes, quod omnia & ſingula præmiſſa fiant & liberent præfat Maiori & Communitat, & ſucceſſoribus ſuis, ſub magno ſigillo noſtr, abſque fine vel feodo, ſiue aliquo alio inde nobis, hæred', vel ſucceſſoribus noſtris in Cancellar noſtra, aut in hanaperio Cancell' noſtræ, ſeu alibi quo quo modo faciend' vel ſoluend', In cuius rei teſtim has literas fieri fecimus patentes. Teſte meipſo apud Weſtm

xiiij. die Ianuar̃ Anno regni noſtri viceſimo. Nos autem &c. *(Verbatim vt ſupra.)*

A ſpeciall Liuerie and Ouſter le maine.

ELizabeth &c. Sciatis &c. & licentiam dedimus, ac per præſentes con- Sect. 192.
cedimus & licentiam damus pro nobis, hæred', & ſucceſſoribus noſtris quantum in nobis eſt, dilecto & fideli ſubdito noſtro R.W. fratri & proxm̃ hæred' M.W. armig' defuncti, (Qui quidem M.W. de nobis tenuit in Capite die quo obiit, per ſeruitium Militar̃) quocunque nomine, cognõine, ſiue additione nominis, idem R.W. nominat̃, ſiue nuncupat̃, qd' idem R.W. incontinent̃ abſque aliqua probatione ætatis ſuæ, & abſque aliqua alia liberatione ſeu proſecutione hæreditatis ſuæ, vel alicuius inde parcell' extra manus noſtras, hæred' vel ſucceſſorum noſtrorum, ſecundum curſum Cancellar̃ noſtræ, vel ſecundum legem & curſum curiæ noſtræ Wardorum & Liberac', vel legem terræ noſtræ Angl', ſeu aliquo alio modo proſequend', in omnia & ſingula dominia, maneria, meſuag', terr̃, tenementa, reuerſion', feod' firm̃, villas, villat̃, hamlet̃, annuitates, reddit', ſeruit', hundred', officia, prat'. paſc', paſtur̃, moras, mariſcos, bruer', tolnet', cuſtumar̃, viſ. franciplег', cur̃, eſchaet̃, balliuás, libertat̃, franchef. warren', viuar̃, ſtagna, molendina, feod', Milit̃, aduocationes, & patronat̃ Eccleſiarum, vicar̃, capellar̃, & nominationes ad eaſdem: Ac in omnia & ſingula alia poſſeſſiones, reuentiones, & hæreditament̃ quæcunque, cum eorum iuribus, membris, & pertinen' vniuerſis infra Regnum noſtr̃ Angliæ, Walliæ, aut Marchias eorundem, quæ fuerint prædict' M.W. & de quibus idem M.W. aut aliquis, vel aliqui anteceſſor̃ prædict' R.W. cuius hæres ipſe eſt, fuit, aut fuerunt poſſeſſionat̃, vel ſeiſit̃ in dominico ſuo vt de feodo, aut in feodo qualitercunque tallat̃, in dominico, vel aliter, diebus quibus ſeparatim obierunt, aut die quo eorum aliquis obiit, vel de quibus aliqua perſona ſeiſit̃ fuit, aut aliquæ ꝑſonæ ſeiſit̃ fuerunt coniunctim vel ſeparatim, ad vſum prædict' M.W. ſeu aliquorum anteceſſor̃ prædict' R.W. cuius vel quor̃ hæres ipſe eſt, in dominico ſuo vt de feodo, aut in feodo, qualitercunque tall' in dominico, vel aliter, ad vſum dict' M.W. aut aliquorum hæred' ſuorum, vel ad vſum aliquorum talium anteceſſorum, aut talis anteceſſoris, & hæred' talium anteceſſorum, aut talis anteceſſoris diebus quibus ſeparatim obierunt, aut die quo eorum aliquis obiit. Et quæ per, ſiue poſt mort̃ ipſius M.W. aut alicuius, anteceſſoris, aut aliquorum anteceſſorum ꝑdict' R.W. cuius hæres ipſe eſt, aut aliquo alio modo ad manus noſtras deuenerunt, ſeu deuenire debuerunt, aut deberent, aut in manibus noſtris iam exiſtunt, aut exiſtere debent, vel debuerunt, quæ ꝑfat̃ R.W. in poſſeſſione, reuerſione, vel in vſu diſcendere,

cendere, reuert. re, remanere ꝑtinere, seu spectare debent, vel deberent, licite & impune ingredi, intrare, & seisire possit. Ac ea omnia & singula præfat' R.W. & hæred' sui, prout ipse in eisdem post mortem ꝑd' M.W. aut aliquorum anteceſſorum ꝑd' R.W. cuius vel quorum hæres ipse est hereditaꝫ extitit, in posseſſ. reuersione, aut in vsu, seisiꝫ, habere tenere, possidere, & gaudere possit & valeat, erga nos hæred, & succeſſores nostros, absq; aliqua alia liberatione seu prosecutione eorundem, seu alicuius inde parcell' extra manus nostras, secundum cursum Cancellaꝫ nostræ præd', aut legem terræ nostræ, seu aliquo alio modo per predictas personas, seu per earum aliquam prosequend' vel impetrand'. Nolentes quod prefatus R. W. nec hæred' sui, nec ꝑd' quæcunq; personæ, siue quæcunq; persona, de aliquibus dominiis, maneriis, terris, tenementis, & cæteris præmiſſis, ad vsum (vt præmittitur) seisiꝫ, vel seisiꝫ existen', vel existenꝫ, ratione ingreſſus siue occupationis & retentionis ꝑd' per ipsos, seu per eorum aliquem fact', aut habiꝫ, fiend' & habend', per nos, hæred', seu succeſſores Iusticiaꝫ, Eschaetoꝝ, Vicecom̃, Receptoꝝ, Balliuos, & miniſtros nostros, hæred', vel succeſſorum nostꝝ quoscunque moleſtentur, inquietenꝫ, vexentur, distringantur in aliquo, seu grauentur, nec eorum aliquis moleſtetur, inquietetur, vexetur, perturbetur, distringatur in aliquo, seu grauetur. Nec quod iidem Iusticiaꝫ, Eschaetoꝝ, Vicecomites, Receptoꝝ, Ball', & miniſtri nostri, hæred' vel succeſſoꝝ nostꝝ, nec eorum aliquis in ꝑdict' dominia, maneria, terꝝ, tenementꝫ, & cætera præmiſſ. cum pertinen', siue aliquam inde parcell', pro nobis, seu nomine nostro se intromittant, vel eorum aliquis intromittat, Sed quod nos, hæred', & succeſſores nostri, quoad seisiend' & capiend' in manus nostras prædict' dominia, maneria, terꝝ, tenementꝫ, & cætera ꝑmiſſ. cum ꝑtinen', siue aliquam inde parcellam, ratione alicuius nostri tituli, clamei, vel intereſſe, quod vel qui nobis, hæred', & succeſſoribus nostris ꝑdict', ꝑ siue post mortem dicti M. W. vel alicuius alterius anteceſſoris, siue aliquorum aliorum anteceſſoꝝ prædict' R. W. cuius, vel quorum ipse hæres est, aut alicuius alterius personæ, siue aliquarum aliarum personarum, de aliquibus domin', manerꝝ, terꝝ, tenement', ad vsum supradict' seisit' vel seisit' nuper existen', vel existen', accidit, competit, seu euenit, aut accideꝫ, cõpeteꝫ, vel euenirꝫ poterit, sumus exclusi imperpetuum per præsentes. Et quod idem R.W. & hæred' sui, erga nos, hæredes & succeſſ. nostros pro præmiſſis, & qualibet inde parcell' quiet' & exonerat' existent, & eorum quilibet quiet' & exonerat' existet imperpetuum per præsentes. Et præterea pro nobis, hæredibus & succeſſoribus nostris concedimus per præsentes præfat' R.W. necnon prædict' quibuscunque aliis personis, & cuicunque alii personæ de aliquibus dominiis, maneriis, terris, tenementis, & cæteris præmiſſis, cum pertinentiis, ad vsum superius recitat' seisit' nuper existen', vel existen', quod

ipsi.

ipſi habeant, & quilibet eorum habeat de tempore in tempus, toſ & talia breuia, mandat, ac warrant noſtra ſufficien', Iuſticiar noſtris, Baronibus de Scaccario noſtro, Eſchaetoribus, Vicecomitibus, Receptoribus, Balliuis, & miniſtris quibuſcunque, & eorum cuilibet dirigend', quot & qualia eis & eorum cuilibet pro exoneratione ſua verſus nos, hæred', & ſucceſſores noſtros in ea parte neceſſaria erunt & opportuna. Et vlterius de vberiori gracia noſtra damus & concedimus præfat R.W. necnon prædict' quibuſcunque aliis perſonis, & cuicunque alii perſonæ de diuerſis maneriis, terris, tenementis, & cæteris præmiſſis, cum pertinentiis, ad vſus ſuperius recitat ſeiſit, vel ſeiſit exiſten', quod huiuſmodi ingreſſus, ſeiſin', poſſeſſio, perceptio, & occupatio, de, & in diuerſis maneriis, terris, tenementis, & cæteris præmiſſis, cum pertinentiis, & qualibet inde pareell' per dict' R.W. aut per prædictum quamcunque aliam perſonam, aut quaſcunque alias perſonas, de diuerſ. manerſ, terſ, tenementis, & cæteris præmiſſ. ſiue aliqua inde parcell' authoritate harum conceſſionis & licentiæ noſtrarum fact' & habit, fiend' & habend', ſit eis & eorum cuilibet, & hæredibus ſuis, ac hæred' eorum cuiuſlibet, prout ipſe in eiſdem hæreditabil' vt præfertur extitit, adeo bonæ, validæ, & efficaces, ac tanti vigoris & effectus in lege, ac ſi eadem dominia, manerſ, terſ, tenementſ, & cætera præmiſſ. cum ſuis pertinentiis, & quælibet inde parcell' in manus nras debito modo capt & ſeiſit' fuiſſent. Ac idem R.W. & quæcunque aliæ perſonæ, & quæcunque alia perſona de aliquibus diuerſ. maneriis, terſ, tenementſ, ad vſum vt præmittitur ſeiſit', vel ſeiſit' exiſten', vel exiſten' debitam liberationem eorundem dominiorum, maneriorum, terrarum, tenementorum, & cæterorum præmiſſorum, cum pertinentiis, extra manus noſtras, ſecundum curſum Cancellar noſtræ prædict' & ſecundum legem terſ noſtræ, rite & debit proſecut fuiſſent: Ac nobis de omni eo quod ad nos in ea parte pertinet, ſeu pertinere poſſit, debet, aut deberet, ſatisfact' fuiſſet & content', aliqua negligentia, omiſſion', miſpriſion', erroſ, repugnantia, contrarietat', aut aliquo alio defectu quocunque limitat', vel limitand', aſſign' vel aſſignand' in aliquo non obſtante: Homagio tamen & fidelitat' prædict' R.W. nobis in hac parte debit ſeu debend' ſemper nobis ſaluis & reſeruat. Et vlterius *(vt ſupra)* præfat R.W. omnia & ſingula exit', reddit', proficua, reuentiones, & emolument' quæcunque omnium & ſingulorum prædictorum dominiorum, maneriorum, terrarum, tenementoſ, & cæteroſ præmiſſoſ, & cuilibet inde parcell', cum omnibus & ſingulis ſuis pertin', a tempore quo pd' R. W. accreuit plenam ætatem ſuam viginti vnius annoſ hucuſq; & extunc prouenien', exeun', emergen', ſiue creſcen', & nobis qualitercunq; debit ſiue ſpectan'. Habend', leuand', recipiend', gaudend', & retinend', omnia & ſingula eodem exit', reddit', proficua, reuerſiones, & emolumenta eidem R.W. exe-

citoribus & assignatis suis, de dono nostro, tam per manus suas proprias, quam per manus seperalium, nuper nunc & imposterum Eschaetor̃, feodar̃, superuisor̃, vicecom̃ receptor̃, ball', & aliorum occupatorum quorumcunque eorundem; siue alicuius inde parcell' pro tempore existe̅: Necnon aliorum officiariorum nostrorum quorumcunque in seperalibus Com̃, in quibus dict' dominia, maneria, ter̃, tenemen̅ & cætera præmissa cum pertinen' existunt, siue aliqua inde parcell' existen̅, absque compoto, responso, seu aliquo alio nobis, hæred', & successoribus nostris pro præmissis, siue aliquo præmiss' reddend', soluend', seu faciend'. Et vlterius volumus & concedimus per præsentes, quod tam præfat' R. W. quam omnes nuper nunc & imposterum Eschaetor̃, feodar̃, superuisor̃ vicecom̃, receptor̃, ball' firmar̃, & occupator̃ de l' m di reuentionibus, ex' ̅, redd' ̅, & proficuis seu aliquo præmiss' a prædict' tempore quo prædict' R. W. accreuit plenam ætatem suam vigint' vnius annorum, hucusque & extunc prouenien', exeun', emergen', siue crescen', absque compoto, respon', seu aliquo alio nobis, hæred' & successoribus nostris inde reddend', soluend', seu faciend', erga nos, hæred', & successores, & executores nostros quiet̅ & exonerat̃ existe̅t, & eorum quilibet quiet̅ & exonerat̃ existet imperpetuum per præsentes, Et vlterius de vberiori gratia nostr̃, ac ex certa scientia & mero motu nostris, pro nobis, hæredibus, & successoribus nostris, perdonauimus, remisimus, & relaxauimus, ac per præsentes perdonamus, remittimus, & relaxamus præfat̃ R. W. omnes & omnimod' intrusiones & ingress' per dict' M. W. aut per prædict' R. W. cuius hæres ipse est, aut per aliquam aliam personam, siue aliquas alias personas ad eius vsum seisit̃ vel seisit̃, de, & in prædict' dominijs, maneriis, ter̃, tenemen̅, & cæteris præmissis, seu aliqua inde parcella, quæ de nobis, vel de aliquo alio tenent̃ qualitercunque ante præsentem diem, habit̃, fact', aut perpetrat̃: Necnon omnes & omni mod' perquisitiones, alienationes, donationes, fines, compet̃, & forisfactur̃ de prædict' dominiis, maneriis, terris, tenement̃, & cæteris præmissis, cum omnibus & singulis suis pertin', vel aliqua inde parcell', per dict' M. W. aut per prædict' R. W. aut per aliquam aliam anteceſſor̃ eiusdem R. W. siue aliquas alias personas, ante mortem dicti M. W. sine licentia nostra habit̃, fact', aut perpetrat̃: Necnon omnes & omnimod' actiones, sectas, querelas, impetitiones, executiones, & demand' quæcunque quas vel quæ versus præfat̃ R. W. vel aliquem anteceſſor̃ præfat̃ R. W. siue aliquas alias personas de & in præmiss' vel eorum aliquo habuimus, habemus, seu in futur̃ habere poterimus vllo modo. Prouiso semper q̃ hæ literæ nostræ patentes, nec aliquid in eisdem content̃, aliqualiter se extend' ad onerand' præfat̃ R. W. vel aliquam aliam personam, siue aliquas alias personas, aut prædict' dominia, manet̃, ter̃, tenement̃, & cætera præmissa, siue

aliquam

aliquam inde parcel', de & pro aliquo debito, ratione alicuius recognitionis siue obligation' nobis, siue alicui progenitor̄ nostrorum, siue alicui alii personæ, ad vsum nostrum cognit̄ seu deliberat̄. Eo q̄ expressa mentio de &c.

Per billā Cur̄ Ward' & liberac' &c.

Bargaines and Sales.

Bargaine and Sale what? and of the inrolement thereof.

VNto Grants, and Contracts, succeed Bargaines and Sales, which be of Manors, Lands, Tenements, Hereditaments, and other things to transfer the propertie thereof from the Bargainor to the Bargainee for money: But no Manors, Lands, Tenements, or other Hereditaments can passe, alter, or change from one to another, whereby any estate of inheritance or freehold is made, or taketh effect in any person or persons, or any vse thereof is made, by reason onely of any bargaine and sale thereof, except the same be made by writing indented, sealed, and inrolled in one of the Courts of Record at Westminster, or within the same Countie or Counties where the Tenements so bargained doe lie, before the *Custos Rotulorum*, and two Iustices of the Peace, and the Clerke of the Peace of the same Countie or Counties, or two of them at the least, whereof the Clerke of the Peace to bee one, and that within 6. moneths after the date of such writings indented, 27. *H.* 8. c. 16. And they are made as followeth. Sect. 393.

A Bargaine and Sale of a messuage and lands, &c.

THis Indenture made &c. Betwéene I. B. W. B. and N. of the one party, and T. P. on the other party, Witnesseth, that the said I. B. W. B. and N. for, and in consideration of one C. li. of lawfull English money to the said &c. haue bargained, sold, giuen, and granted, and by these presents doe fully, clerely, and absolutely bargaine, sell, giue, and grant vnto the same T. P. all, and all manner of those messuages, lands, tenements, meadowes, pastures, feedings, and all other hereditaments whatsoeuer, being freehold or charterhold, set, lying, and being in the Townes and fields of &c. or any of them, in the County of N. which late were the messuages, lands, &c. of R. W. in vse, possession, right, reuersion, or remainder. To haue and to hold the same messuages, lands, &c. with all and singular the appurtenances, &c. vnto the same T. P. his heires, Sect. 394.

heires and assignes for euer, to the only vse and behoofe of the said T. P. his heires and assignes for euer. And the said I. B. and W. B. and euery of them doe couenant, &c. that they the said I. B. and W. B. or one of them now beene, or is true and rightfull owner or owners &c. of all &c. before by these presents mentioned to be bargained and sold, and that the said premisses and euery parcell thereof, now bee, and so shall continue clearely discharged and exonerated, of, and from all other former bargaines &c. As in couenants to be discharged, with reasonable exceptions. And the said R. C. I. B. &c. that they the said I. B. W. R. and the suruiuors of them, and the said M. and all and euery other person and persons and their heires, now hauing, or which hereafter shall or may iustly claime to haue any right, title, estate, or inheritance, in, and to the afore bargained premisses, or any parcell thereof, shall at all times within seuen yeeres next after the date hereof, doe suffer, acknowledge, &c. As in couenants of further assurance. And the same R. C. I. B. and W. B. &c. that they the said &c. or one of them, their heires, executors, &c. shall deliuer, or cause &c. to the said T. P. his heires, &c. to the vse of the said T. P. his heires and assignes, before the feast of &c. As in couenants to deliuer euidences. And the same R. I. and W. &c. that if it shall fortune A. B. &c. or any of them, which doe or shall stand ioyntly and seuerally bounden with the said R. C. and I. B. to the said T. P. by one writing obligatory, bearing date &c. in one hundred and fifty pounds, indorsed with condition for the performing, fulfilling, and keeping of the couenants, grants, articles, and agreements contained in these &c. of the part of the said &c. their executors &c. to be performed and kept, or either of them to depart this present life, before any perfect, sufficient, and conuenient assurance be made from the said &c. or either of them, or any other person or persons that hereafter shall be the right heire or heires of the said P. B. or of the said I. and W. that then the said R. C. I. B. and W. B. or one of them, their heires &c. of them, shall with in one quarter of a yeere next after the death of any of them, the said R. C. I. B. W. B. A. B. and S. F. cause the Suruiuor or Suruiuors of the said obligors, together with so many other good and sufficient persons, in the stead of such, and so many of the said obligors as shall be then deceased, to become ioyntly and seuerally bounden by their writing obligatory, as their deed sufficient in the Law to the same T. P. his executors or assignes, in 150. pounds of good and lawfull money, &c. indorsed with such like conditions in effect, according to the true meaning hereof, as is contained in the indorsement of the same former obligation: so that the same T. P. his executors or assignes, will vpon the deliuery of the same writing obligatory

tory, deliuer out the foresaid former Obligation to the same R. T. his executors or assignes to be cancelled, In witnesse, &c.

A Bargaine and Sale of lands forfeited vpon a Mortgage.

THis Indenture, &c. Witnesseth, That whereas one R. B. by his deed indented, Dated &c. did giue &c. vnto the said W. W. his heires and assignes, to the vse of the same W. W. his heires and assignes, (rehearsing the lands:) vpon this condition, That if the said R. B. should pay, or cause to be payed to the said W. W. or his certaine atturney, executors or assignes, the summe &c. in manner and forme following: That is to say &c. at the feast &c. in full payment &c. and also vpon other conditions in the said deed indented, specified, and mentioned: Which said conditions for the payment of the said &c. the said R. B. hath broken and not performed, by reason whereof the said W. W. is presently seised of the said premisses with the appurtenances to him and his heires, without any manner of condition, for euer. Wherefore the said W. W. for the summe &c. doth by these present Indentures plainly and fully bargaine and sell vnto the said R. B. his heires and assignes for euer, the lands before mortgaged, &c. All such couenants to be put in this Indenture, as in the Indenture of Bargaines and Sales before in this booke, for acts done by the vendee only. And ouer this the said W. W. for him, his heires, &c. doth couenant &c. by these presents, that neither he the said W. W. or any other for him, or by his commandement or agreement, hath receiued of the said R. B. or of any other person or persons, the aboue said summe &c. at the dayes and times before remembred or appointed for the payment thereof, nor at any time or times after the same dayes: Nor that the said R. B. or any other for him hath payed, or offered to pay the said summe etc. at the dayes and times aforesaid, or at any time or times after the same day of payment. And ouer this also, that he the said W. W. his heires, executors, or assignes, hath not made, nor hereafter shall make vnto the said R. B. his heires or assignes, or any of them, any acquitance, release, or discharge of the said summe of etc. or any parcell thereof, or of any condition or conditions specified in the said deed indented. In witnesse, &c.

Sect. 359.

A Bargaine and Sale of a Manor.

Sect. 396. THis Indenture made &c. Betwéene the high and mighty Prince H. Duke of S. Marques Dorset, Lord &c. of the one party, and A. F. &c. Witnesseth, that the said D. for and in consideration as well of the sum &c. to him by the said A. F. at thensealing of these present Indentures, well and truly satisfied, contented and payed &c. and also for the sum of &c. to him the said D. to bée payed, in manner and forme hereafter in this present Indentures declared, hath giuen, granted, bargained, and sold, and by these presents &c. to the said A. F. all that his Manor of H. with the appurtenances in the said County of S. and also his mesuage, grange, cottages, milles &c. lands, tenements, meadowes, leasures, pastures, parkes, commons, waste grounds, firres, heathes, marishes, woods, vnderwoods, waters, wayes, fishings, rents, reuersions, seruices, courts, profits of Courts, lætz, viewes of frankpledge, and all that to his view of frankpledge doth appertaine, goods and cattels waiued and strayed, goods and cattels of felons, and fugitiue persons, fées, wards, marriages, escheats, reliefes, heriots, fines, amerciaments, liberties, priuileges, and all other profits, commodities, emoluments, and hereditaments whatsoeuer in H. aforesaid, and elsewhere, within the County of S. aforesaid, to the said Manor belonging, or in any wise appertaining, or accepted, reputed, or taken as part, member, or parcell of the same manor, in as large and ample manner and forme, as the same D. hath the same. And also the auowson, gift, frée disposition, and right of patronage of the Rectory and Church of the manor of H. aforesaid. And also all manner dœds &c. As in sale of writings, with couenant to deliuer them, *infra* 399. *b.* To haue and to hold the said manors, mesuages, &c. And the said D. &c. that he the same D. his heires and assignes, on this side, or before the feast of etc. shall make, or cause to be made etc. As in couenants of assurance. And that he the same D. and his heires, as well as the said A. F. and his heires and assignes etc. all the said manors, lands, tenements, and other the premisses and euery part or parcell thereof, shall be clérely exonerated etc. As in couenants of discharging, rents, seruices, and customes, from thencefoorth to bée payed, or going out, or from the said manors, lands, tenements, or other the premisses to the Quéene our Soueraigne Lady, or to any other person or persons, and all leases, grants, for terme of yéeres, and life, or liues, or by copy of Court Roll of the said manors, and other the premisses, or any part or parcell thereof heretofore made, whereupon the ancient and accustomed rents or more béene reserued

yéerely,

yærely, only excepted. And the same D. &c. that the said manors, lands, tenements, and other the premisses bœne at the day of thensealing of these present Indentures, of the clære yærely value of rr. pound, over and aboue all yærely charges and reprises, and so the said yærely rent shall and may stand and continue without fraud or couin. In consideration of the which bargaine and sale, and other couenants, grants, articles, and agreements made on the part and behalfe of the said D. well and truly to be obserued, performed, fulfilled and kept, according to the intent, purport, and true meaning of these present Indentures. The said A. F. couenanteth etc. that he the said A. F. his heires and assignes, at, or before the feast of etc. nert comming after the date of these presents, at the mansion house of the said D. commonly called S. in the parish of Saint M. in the field, in the County of etc. betwæne the houres of nine and rj. of the cloche of the forenone of the same day, shall content and pay, or cause to bee contented and payed to the said D. the summe of etc. for the purchase, clære bargaine and sale of the same manors, lands etc. and other the premisses. In witnesse, &c.

A Bargaine or Sale of Annuities.

THis Indenture, &c. Witnesseth, that the said W. for him his heires and executors, hath bargained and sold etc. the yærely rent or Annuity of fiue pounds etc. going out of the manors of W. and C. And also the said W. bargaineth and selleth etc. one other annuall or yærely rent or annuity of r. pounds also, yærely going out of etc. and all his right, title, and interest, in and to the said seuerall annuities, and to either of them. To haue, hold, inioy, leuy, take, and receiue the said seuerall Annuities and yærely rents of fiue pounds, and ten pounds to the said R. etc. at the feast of etc. And furthermore the said W. couenanteth etc. that he the said W. and his heires before the feast of etc. shall make a good, sure, and sufficient estate, and lawfull grant in fæ simple to the said R. and his heires and assignes, of and in the said seuerall annuities or yærely rents of etc. discharged etc. And furthermore the said W. couenanteth etc. with couenants that the vendor may lawfully distraine for the rent, and that hee is seised, &c. In witnesse whereof etc. Sect. 397.

A Sale of a Reuersion.

THis Indenture &c. Betweene &c. Witnesseth, that the said R. the day of the making hereof, hath bargained etc. vnto the said B. and vnto his heires for euer, all the reuersion when it shall happen to come and fall, Sect. 398

ſall, incontinently by and after the death of I. G. grandmother to the ſaid R. of, and in all thoſe lands, etc. and all his right, claime, title, vſe, poſſeſſion, and intereſt, of, and in the ſame, who is tenant thereof for terme of her life. In witneſſe, &c.

A Bargaine and Sale of a Reuerſion.

Sect. 399. THis Indenture made etc. Betweene R. B. of N. in the County of S. Gentleman, and R. his wife of the one party, and T. S. of G. in the County of S. Clothier on the other party, Witneſſeth, that the ſaid R. B. and R. his wife, for the ſumme of etc. to them by the ſaid T. S. well and truly contented and payd at thenſealing hereof, whereof and wherewith the ſaid R. B. and R. his wife acknowledge themſelues well and truly to be contented and paid, and thereof, and of euery part and parcell thereof doth clerely acquite and diſcharge the ſaid T. S. his heires and executors, by theſe preſents, haue bargained and ſold, and by theſe preſent Indentures doe bargaine and ſell clerely vnto the ſaid T. S. his heires and aſſignes, the Reuerſion of all thoſe their lands and tenements with the appurtenances in G. aforeſaid, called and knowne by the name of etc. thereunto belonging or appertaining, or with the ſame of late vſed, or to ferme letten, be it more or leſſe, late in the tenure and occupation of T. C. and E. his wife, mother to the ſaid R. as in the right of the ſaid R. during her naturall life, or of their aſſignes, and now in the tenure of T. S. for terme of yeres, yet induring of the leaſe and demiſe of the ſaid T. C. and E. Together with all ſuch deeds, charters, euidences, eſcripts, writings, and muniments, concerning the premiſſes only, or any part or parcell thereof, as now be in the poſſeſſion, cuſtody, and keeping of the ſaid R. or in the cuſtody or keeping of any other perſon or perſons to his vſe, or by his deliuery, and which hee may come by without any ſuit in the law. And the ſame deeds, charters, euidences, eſcripts, writings, and muniments, the ſaid R. B and R. his wife, couenanteth and granteth by theſe preſents, to and with the ſaid T. and his heires, to deliuer, or cauſe to be deliuered to the ſaid T. S his heires, executors, adminiſtrators, or aſſignes, before the feaſt of All Saints next comming after the date hereof. To haue and to hold the reuerſion of etc. with their appurtenances to the ſaid T. S. his heires and aſſignes, to his and their owne vſe for euer, for, or according to ſuch rate and yeerely value, as the ouerplus of the ſaid lands ſo exchanged by the ſaid R. H. with the ſaid T. S. ſhall come and amount vnto, ouer and aboue the yeerely value of the ſaid manor, and other the premiſſes exchanged by the ſaid T. S. with the ſaid R. H. according to the rate and extent of twenty yeres purchaſe. Prouided alwayes, and it is couenanted and agreed betweene the ſaid parties

T.

T. S. and R. H. by these presents, that the said lands, tenements, and other the premisses, shal be reasonably and indifferently rated, extended, and valued: And that after such extent, rate, and value of the premisses so had and made, the said T. S. his heires, executors, or administrators, shall content and pay to the said R. H. his heires, executors or assignes, within the space of twelue moneths, next after notice giuen to the said T. S. his heires or executors, all such summes of money, as the said ouerplus shall be valued and rated to amount vnto, in forme aforesaid, according to rr. yeeres purchase. And furthermore, it is couenanted &c. that either of the said parties to these presents, and the heires of either of them, shal at all time and times hereafter, during the space of three yeeres next insuing the date hereof, do & suffer to be done, all and euery such reasonable act or acts, the one of them to the other, as shall be reasonably deuised or aduised by either of the said parties, the heires or assignes of either of them, or the learned counsell of either of them, for more better assurance and sure making of the said manors, &c. and all other the premisses with their appurtenances, exchanged betweene the said parties by these presents, according to the true intent and meaning hereof, bee it by fine, feoffement, recouery, deed, or deeds inrolled, release, confirmation, or otherwise with warranty, onely of the said parties and their heires, against themselues, and their heires. In witnesse whereof &c.

A Bargaine and Sale of the Patronage of a benefice.

THis Indenture made, &c. in the yeere of &c. Betweene H. D. on the one party, and H. S. on the other party, Witnesseth that the said H. D. for certaine considerations, and also for the summe of &c. hath bargained and sold, and by these presents doth clearely and fully bargaine and sell vnto the said H. S. all that the Aduowson, Patronage, right of patronage gift, nemination, presentation, and free disposing, &c. and vnto the Parish Church of T. in the County of C. together with all and all manner of euidences, deeds, writings, and inuruments, concerning the said aduowson and patronage of the Church aforesaid. To haue and to hold the aforesaid aduowson, and all other the premisses with the appurtenances vnto the said H. S. his heires and assignes, to the onely vse and behoofe of the said H. S. his heires and assignes for euer. In witnesse, &c. Sect. 400.

A Bargaine and Sale of Copihold lands.

THis Indenture, &c. Betweene M. R. widdow, late the wife of T. R. while he liued, Citizen and Tauerner on the one party, and R. B. Serieant at the Law on the other party, Witnesseth, that the Sect. 401.

ſaid M. and T. haue bargained etc. to R. B. all the meſſuages etc. whether they be freehold or copyhold, or whatſoeuer tenure they be of. And the ſaid M. and T. etc. that they ſhall make the ſaid R. and his heires, or him, and other perſons and their heires, at the nomination of the ſaid R. or his heires, ſure of the ſaid meſſuage etc. before the feaſt of etc. next comming, by ſurrender thereof into the Lords hands, to the vſe of the ſaid R. and his heires, to the vſe of him and other perſons by him to be named, and to their heires, or otherwiſe, at the erpences, coſts and charges in the Law of the ſaid M. and T. or one of them, their executors or aſſignes. And alſo at the like erpences, as well for the Lords fine, as for other things, ſhall cauſe the Lord of the Manor for the time being, of whom the ſaid meſuage, and all other the premiſſes be holden, to make a ſure grant, ſeiſin, poſſeſſion, and delivery, of and in all and ſingular the ſame to the ſaid S. and his heires, or to him, and other perſons at his nomination, and to their heires, according to the laudable vſe and cuſtome of the ſame Manor heretofore vſed. And furthermore the ſaid M. couenanteth and granteth, that if the ſaid R. or ſuch perſons at his nomination, which ſhall haue the ſaid meſuages etc. and other the premiſſes, without couin or colluſion be lawfully euicted, diſpoſſeſſed, or diſſeiſed of the ſaid meſuage, etc. before the feaſt of Eaſter next comming: That then the ſaid R. and his heires, ſhall within the ſpace of three moneths next after any ſuch euiction, diſpoſſeſſion, or diſſeiſin, haue as much lands and tenements of the aforeſaid M. and T. which they or either of them haue or had in their poſſeſſion, reuerſion, or vſe, at the election and pleaſure of the ſaid R. as ſhall amount to, and be of the cleere yerely value of the ſaid meſuage, etc. or of as much part thereof, as the foreſaid R. ſhall be ſo lawfully euicted and diſſeiſed of, or that ſhall not be aſſured to the ſaid R. before the feaſt of Eaſter aboue reheaſed. To haue and to hold etc. And alſo the ſaid M. bargaineth and ſelleth to the ſaid S. all manner of ſtuffe, goods, habilliments, and implements to them, and either of them pertaining and belonging, being in the ſame meſuage, garden, houſes, etc. at the day of ſealing of theſe preſents. And the ſaid M. and T. doth grant, that they ſhall diſcharge etc. the yerely rent of etc. And that the ſaid R. ſhall haue and take the profits, from the feaſt of S. Michael laſt paſt etc. For which ſale and bargaine of all and ſingular the premiſſes, on the part of the ſaid M. and T. to be obſerued, performed, and done, the ſaid R. hath contented and payd, etc. In witneſſe, &c.

A Sale of a Wardſhip.

Sect. 402. THis Indenture, &c. Witneſſeth, that where our Soueraigne Lady the Queenes Maieſty that now is, of her ſpeciall grace, certaine knowledge,

knowledge, and meere motion, by her Highneſſe Letters Patents, ſealed with the great Seale of England, bearing date etc. did giue etc. to the ſaid H. S. by the name of her Highneſſe faithfull and well beloued ſeruant H. S. Eſq. the cuſtody of the body and marriage of H. L. her Highneſſe Ward, ſonne and heire to H. who at the day of his death did hold certaine lands and tenements in W. of N. of I. C. our Soueraigne Lady the Quéenes Highneſſe Ward, as of his Mano of K. in the ſaid County etc. now being in the Quéenes Maieſties hands, by reaſon of the minority of the ſaid I. C. by the third part of one Knights fée. To haue, poſſeſſe, and enioy the cuſtody of the body and marriage of H. K. vntill ſuch time as the ſaid S. his heires or aſſignes ſhall haue, had, or taken the effect of the ſaid marriage of the ſaid H. C. as by the letters Patents more plainly appeareth: The ſaid H. S. now by theſe preſent Indentures, for the ſumme of etc. of good and lawfull etc. to him by the ſaid E. K. payd and truly contented etc. doth plainly and fully bargaine, ſell, giue, and grant vnto the ſaid E. K. his executors or aſſignes, the cuſtodie and wardſhip of the body and marriage, without diſparagement, of the ſaid H. K. and alſo the Letters Patents aforeſaid: To haue, enioy, and poſſeſſe the ſame cuſtody and wardſhip of the body and marriage of the ſaid H. K. without diſparagement of the ſaid E. K. his executors and aſſignes, vntill ſuch time as the ſaid E. K. his executors, adminiſtrators, and aſſignes, ſhall take or haue the effect of the marriage of the ſaid H. K. in as ample and large manner and forme, as the ſaid H. S. the cuſtodie, wardſhip, or marriage hath by the ſaid Letters Patents, or otherwiſe. And the ſaid C. K. doth couenant etc. that he the ſaid H. S. etc. or ſuch other perſon or perſons, as the ſaid H. S. by his laſt will and teſtament, or otherwiſe, ſhall thereunto name or appoint, ſhall and may haue the cuſtody, poſſeſſion, and education of the ſaid H. K. during the minority of the ſaid H. K. without any let, impediment or diſturbance of the ſaid E. etc. or any of them. And that he the ſaid H. K. his heires and aſſignes, ſhall quietly and peaceably haue, and for euer enioy all lands, tenements, and hereditaments that to them doth beleng, without any let, impediment, or interruption of the ſaid E. his executors, adminiſtrators, or aſſignes, or any of them, for, or by reaſon of any value of marriage, or forfeiture of marriage, etc. In witneſſe &c.

Of a Bargaine of Wheat.

THis Indenture made betweene A. B. etc. and C. D. etc. Witneſſeth, that the ſaid A. B. had bargained and ſold, and by theſe preſents bargaineth and ſelleth vnto the ſaid C. D. xx. quarters of Wheat, and xx. See 403.

quarters of Rie, good Wheat, and Rie, cleane and marchantable, with the best, accompting viii. bushels with the heape to every quarter. All which rr. quarters of Wheat, and rr. quarters of Rie, the said A. B. doth couenant etc. that he, his executors or assignes, at his or their owne cost and charge, shall deliuer, or cause to be deliuered to the said C. D. to his executors or assignes, franke and free, at the dwelling house of the said C. D. at L. aforesaid, before the feast of &c. For the bargaine and sale of all which rr. quarters of Wheat and rr. quarters of Rie, and for the deliuery thereof in manner and forme aforesaid, the said C. D. couenanteth etc. to pay or cause to be payed to the said A. B. his executors or assignes, for euery quarter of the said Wheat eight shillings etc. and for euery quarter of the said Rie, six shillings etc. in manner and forms following: That is to say, etc. In witnesse whereof, &c.

A Sale of Timber.

Sect. 404. THis Indenture made &c. Witnesseth, that the said I. B. for a certaine sum of money to him in hand payd by the said R. S. whereof the said I. B. knowledgeth himselfe etc. hath bargained and sold, and by these presents for him, his heires, executors and assignes, for euer doth bargaine and sell xl. Okes as they stand now and grow in a certaine wood called by the name of B. within the parish of D. in the said County of S. and as the same forty Okes and euery of them are before the inscaling and deliuery of these present Indentures, signed and marked by the full assent and agreement of the said parties. To haue and inioy the said forty Okes so signed, and marked, with all commodities belonging to the same, vnto the said R. S. his executors and assignes from the day of the date etc. as well the said R. his executors and assignes and seruants, to haue free liberty of accesse, recesse, course and recourse, at all times at their will and pleasure, to and from the said wood called B. without any let, denial or interruption of the said I. B. his heires or assignes, as also to hew, square, saw, and barke the same Okes, or any of them. And also to vse any deuice with horse, carts, and wanes, and all other deuices for the carrying away of the same forty Okes, and euery of them. And also that the said R. S. his executors and assignes, to haue free liberty vntill the feast etc. to dig pits, called saw pits, within the said wood called B. where he thinketh best, so that the same pits bee filled vp againe by him the said B. his executors or assignes, within six weekes after the carrying away of the said wood and trees. And that he the said R. S. his executors or assignes, shall fence and amend the hedges and fences, in, and about the premisses, in all such places as shall be broken, troden downe, or otherwise wasted by occasion of the premisses, at his or their charges, on this

this side etc. taking sufficient hedgebote vpon the same grounds for the doing of the same. Prouided alwayes that the said A. B. his executors, assignes, or seruants, shall at no time hereafter lawfully doe any hurt or dammage, either of the grasse or corne, other than for the necessary cutting, sawing, and carrying of the said wood and trees. In witnesse &c.

A Sale of Wood.

THis Indenture &c. Witnesseth, that the said A. B. the day of the making hereof, hath bargained and sold, and by these present Indentures doth clerely bargaine and sell vnto the said C. all those his woods and vnderwoods, now standing and growing, in and vpon his groues or hedgegroues called P in the Parish of M. in the County of Esser. And the said C. doth couenant and grant by this Indenture, that he, his Executors or Assignes shall leaue standing, in, and vpon the foresaid lands called P. competent and sufficient stathels and storers, according to the custome in the same Countrey heretofore vsed, And also the said C. doth couenant and grant by this Indenture, that hee, his Executors or Assignes, at their owne costs and charges, all hedges and defences belonging to the said groues and hedgegroues, well and sufficiently shall amend, restore and repaire, when and as often as need shall require, from the day of the felling of the said woods, to the end and terme of etc. then next insuing, for the safegard of the springs growing vpon the same. And the said C. doth further couenant and grant by these presents, that hee, his Executors or Assignes, shall not fell any of the said wood or vnderwoods, but in due and seasonable times of felling: that is to say, yerely betweene the Feasts of Saint Michael the Archangel, and the Annuntiation of our blessed Lady the Virgin, from the Feast of Saint Michael the Archangel next comming after the date hereof, to the end and terme of etc. from thence next insuing, fully to bee compleat and ended. And the forsaid A. B. for his part doth couenant and grant by this Indenture, that the said C. his Executors and Assignes, shal haue free ingresse and regresse, to and from the said woods and vnderwoods, with horse, cart, and carriage, at all times according to his pleasure for the felling, hewing, cutting downe, and carrying away the foresaid vnderwoods, in manner and forme afore declared, during all the foresaid terme, without let or interruption of any person or persons. For the sale and bargaine of all which woods and vnderwoods, the said C. doth couenant and grant by these presents, to pay or etc. of which etc. the said A. B. knowledgeth himselfe well and truly satisfied and payed, and thereof and of euery parcell of the same clerely doth acquite

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and discharge the said I. his heires and executors by these presents. In witnesse &c.

A Bargaine and Sale of woods.

Sect. 406. THis Indenture &c. Witnesseth, that the said R. hath bargained and sold etc. all those his woods and underwoods, called and knowne by the name of etc. except the land and soile of the said woods and underwoods, and also waiuers called standers of etc. only excepted and reserued to the said R. and to his heires, executors, and assignes. And the said T. couenanteth, that he the said T. shall fell and carry away all the said woods and underwoods (except before excepted) within two yeares next insuing the date of these presents, at meet and seasonable times in the yeere, so that the spring of the same woods may come and grow againe in due course. And the same T. couenanteth etc. *vt supra* 405. And further the said T. couenanteth etc. that he the said T. shall acquite, discharge, and saue harmeleſſe the said R. his executors, and assignes, against all men, of, and for the payment of any manner of tithe which shall happen hereafter, or rise to be due or demanded, of, and sold, as is aforesaid. Prouided alwayes, and it is further couenanted etc. that if it happen the said T. hereafter lawfully to bee interrupted etc. by any person or persons pretending any lawfull title to the premisses, within one yeere next insuing the date of these presents, so that he cannot or may not lawfully take, sell, and carry away the said wood, according to the true meaning of these presents, and of the couenants comprised within the same: That then the said R. or his executors shall allow and pay vnto the said T. his executors or assignes, the value of the said woods that shall happen to bee lawfully taken away from the said T. after the reasonable rate and value of the said woods that so shall happen to be lawfully taken away from the said T. his executors or assignes, contrary to the true meaning of these presents, &c.

Defeasances.

A Defeasance of a Rent by obtaining estate in lands.

Sect. 407. THis Indenture &c. Betweene W. W. and I. Y. Witnesseth that where the said I. Y. in fulfilling and performing of part of certaine couenants, specified and declared in a paire of Indentures made betweene the said I. Y. on the one party, and the said W. W. of the other partie, by his deed bearing date etc. hath giuen and granted to the said W. W. an annuall and yeerely rent of etc. To haue

and

and to hold the said annuall or yærely rent of &c. to the said W. W. his heires and assignes, for and during the life of C. W. with a sufficient clause of distresse comprised in the said grant, for nonpayment of the said yeerely rent of &c. Neuertheles se, it is now fully couenanted, granted, and agreed betwixt the said parties in manner and forme following: that is to say, the said W W. couenanteth, &c. that if the said I. H. at any time hereafter doe obtaine and get the estate and interest of the said C. W. which he hath in and to the said Manor &c. and thereof doe make one sufficient estate to the said W. during the life of the said C. that then the said grant of the said annuall rent of &c. shall from thenceforth cease, bee determined, and vtterly void and of none effect: any thing in the said former Indentures mentioned, or in the said grant of annuity contained to the contrary in any wise notwithstanding. And further the said W. W. couenanteth, &c. that if it happen the said W. W. his heires, executors, administrators, or assignes, or any of them to make default in payment of the said summe of &c. mentioned in the said former Indentures, or of any part thereof, and doe not make due payment thereof at such dayes and times, as are mentioned in the said former Indentures: That then it shall be lawfull to the said I. H. his heires or assignes, to retaine the said annuall or yærely rent of &c. in his or their proper hands: And the said annuity or yærely rent shall be suspended and not demanded nor payable, vntill such time as the said I. H. his heires &c. be fully contented, satisfied, or paid of the said entire summe of etc. and of euery part thereof, ouer and beside his costs and charges for the withholding and nonpayment of the same summe of etc. any thing in the said former Indentures, or in the said grant of annuity, or in these Indentures mentioned, to the contrarie thereof in any wise notwithstanding. In witnesse, &c.

A Defeasance vpon a Bargaine and Sale.

THis Indenture, &c. Betweene etc. Witnesseth, that where the said G. by his deed indented, dated etc. for the summe of etc. hath fully bargained and sold etc. Neuertheless, it is now fully couenanted, etc. that if the said G. his heires etc. doe well and truly content and pay againe to the said T. his executors etc. the said sum of etc. and euery part thereof at one whole and intire payment, before the feast of etc. That then it shalbe lawfull to the said G. and his heires, vpon the repayment of the said sum of etc. to reenter into the said manor of etc. As in couenants of reentrie. And that then and from thenceforth after the repaiment of the said sum of etc. the said T. and his heires shall stand and be seised of and in the said manor, etc. to the vse of the said G. and his heires: And that

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all estats, assurance, and conueyance thereof then had and made to the said G. and to his heires, or to any other person or persons, shall after the repaymen of the said summe of &c. be to the vse of the said G. and of his heires for euer: any thing in these Indentures to the contrary in any wise notwithstanding. And further the said G. couenanteth &c. that if it shall happen the said G. his heires, &c. or any of them to make default of repayment of the said summe of &c. *vt supra*. That then it shall be lawfull vnto the said T. and his heires, to haue, hold, occupy and inioy to him and to his heires for euer, the said manor, &c. without condition or mortgage, and without let or disturbance, or interruption of the said G. his heires &c. or of any other person or persons by his or their procurement, assent, or commandement. And that he the said G. and his heires, and A. his wife, at all times hereafter the said feast of &c. vpon default of repayment of the said summe of &c. shall doe, suffer, knowledge, and cause to be suffered, done and knowledged from time to time, all and euery such act, deuise, thing and things, as shall be reasonably deuised or aduised by the said T. or his heires, &c. be it by fine, feoffement, recouery, release with warranty, confirmation with warranty, or otherwise. And that the said manor at the time of the making of the said further assurance, in manner and forme aforesaid, shall then be discharged of all incumbrances, of what kinde, degree, or nature soeuer they bee, except leases and chiefe rent, &c. And furthermore the said T. couenanteth, &c. if the said G. his heires or executors doe make default, and doe not repay againe the said summe of &c. to the said T. his &c. in manner and forme aforesaid: That then the said G. vpon a perfect and further assurance and sure estate of the said Manor, &c. had and made by the said G. and A. his wife to the said T. and to his heires, shall content and pay to the said G. his &c. the summe of &c. in full contentation and payment, &c. for the said manor, &c. before bargained and sold to the said T. and to his heires, in manner and forme before recited and declared in these presents. And further the said T. couenanteth &c. that if the said G. doe make default in payment of the said summes of &c. and that the said manor then after that be duly proued vpon a lawfull and true suruey thereof had and made, to be of more yearely value than, &c. by yeare: That then the said T. his heires or executors shall content and pay to the said G. his heires or assignes within one yeare after the same suruey, for as much of the said Manor as vpon the said suruey shall be duly, truly, and clearely proued to bee, and amount in yearely value aboue the summe of &c. by the yeare, ouer all charges, after the rate of xx. yeares purchase. In witnesse, &c.

Mortgage.

Mortgage.

A Mortgage vpon condition to pay a certaine ſumme at a certaine day.

OMnibus &c. Sciatis nos præfat' T. & L. pro diuerſis, boniſque cauſis & conſiderac' nos ſpecialiter mouent', vnanimi aſſenſu & conſenſu noſtris, dediſſe &c. W. M. &c. hæred' & aſſign' ſuis, vnum tenement' cum ædificiis, &c. Quod quidem tenementum cum ædificiis &c. nos præfat. T. & L. ſimul cum quibuſdam aliis perſonis, nuper habuimus nobis, hæred' & aſſignat' noſtris, ex dono, &c. H. & P. de &c. executorum teſtament' & vltim̃ voluntat' W. C. ſub quadam conditione iam ꝑimplet' & ꝑformat', prout per quandam ſuam chartam nuper inde nobis & dictis aliis perſonis confect', cuius dat' &c. plenius liquet & apparet. Habend' & tenend' ꝑd' tenementum, ac cætera omnia p̃miſſa cum ſuis ꝑtin' p̃f. W. M. hæred' & aſſign' ſuis ad ſolum opus & vſum ipſius W. M. hæred' & aſſign' ſuorum. Sub forma tamen, & conditione ſequen', viz. ꝙ ſi nos p̃f. T. D. & L. vxor mea, aut aliquis noſtr̃ her̃, execut', adminiſtr̃ vel aſſign' noſtr̃ ſoluamus ſeu ſolui faciamus p̃d' W. M. execut', adminiſtrat̃ vel aſſign' ſuis, in vel apud modo domum manſional' ipſius W. M. in ciuit' M. v. l'. legalis, &c. modo & forma ſequen' viz. ad feſtum &c. prox. futur̃ poſt datum p̃ſent' 20 s̃. &c. in plena ſoluc' p̃d' 5. l'. Quod tunc p̃ſens ſtatus & ſeiſina de & in præmiſſis in forma prædict' deliberat', & capt', vacuæ ſint, nulliuſque effectus neque valoris, aliobuin præſens ſtatus & ſeiſina de & in p̃miſſis in forma p̃d' deliberat' & capt' firma ſint & ſtabil', tantummodo ad opus & ſolum vſum p̃dict' W. M. hæred' ſui aſſig' ſuorum. Tenendum &c. Datum &c. Sect. 409.

A Fee-farme in Mortgage.

OMnibus &c. Salut' &c. Cum C. W. dederit &c. geren' dat' vltim̃ die D. ante datum præſentium vltim̃ præterito, mihi præfat' I. confirmauerit omnia illa terras, &c. Habendum & tenendum mihi hæred' & aſſignat' meis imperpetuum, prout in eadem charta ſua mihi inde confecta plenius continetur. Noueritis me præfat' I. dimiſiſſe conceſſiſſe, & hoc præſenti ſcript̃ meo indentat̃ confirmaſſe prædict' C. omnia illa prædict' terras, &c. Habendum ſibi hæredibus & aſſignatis ſuis imperpetuum ſub forma & conditione ſequentibus viz. quod ſi prædict' C. ſoluat' &c. mihi præfat' I. attornato vel executoribus meis in &c. ad feſtum &c. quod extunc p̃ſens charta indentata, & ſeiſina inde liquerat̃ ſuum robur obtineant & effect'. Et ſi defect' fiat in ſolutione p̃d' 20. l'. contra formam præd', extunc Sect. 410.

extunc præſens charta indentata & ſeiſina inde liberata ſint vanæ ac pro nullo habeant̃,& tunc bene licebit mihi,&c. In cuius &c.

But if there be many dayes of payment, then yee may proceed after this forme following. Si præd' C.ſoluat aut ſolui faciat hæred' ſeu execut̃ ſui ſoluant,aut ſolui faciant, mihi præfat̃ I.etturnat̃, ſeu executoribus meis in &c.20.li.&c.in forma ſubſcripta,viz.ad feſtum,&c.20.ſ.ad feſtum,&c. 20. ſ. & ſic de feſto in feſtum de anno in annum, vnum poſt alium continue ſequentem ad quodlibet feſtorum p̃d' viginti ſolidos quouſque p̃dict' 20.li.plenarie perſoluantur.extunc præſens charta indentata,&c. Et ſi defect' fiat in aliqua ſolutione p̃dict' viginti librar̃ in parte vel in toto, contra formam p̃d',extunc &c. *vt in charta prædict'.*

Proniſo ſemper,quod ſi prædict' C. vel aliquis alius nomin' ſuo allegauerit aliquam acquietantiam ſeu ſolutionem dictæ pecuniæ alibi fore factam quam &c. contra me p̃f. I. quod extunc idem C.vult & concedit per præſentes, quod huiuſmodi acquietantia in ſolutione forinſeca nullius ſit valoris. In cuius &c.

A Mortgage.

Sect.411. SCiant &c.qd' nos W.C.W.W.& T.C. dimiſimus,tradidimus, & liberauimus H.M.I. A.& W.H. omnes illas terras & tenementa, reddit, &c.vocat̃. B.quæ nos p̃d' W.C.W.W.& T. C. nuper coniunctim habuimus nobis,hæred' & aſſign' noſtris in perpetuum,ad vſum mei p̃d' W.C. hæred' & aſſign' meor̃ ex dimiſſione,traditione,liberatione & chartæ confirmatione I.H. Habend' & tenend' omnia p̃d' &c. ſub forma & conditione ſequent̃,viz. quod ſi prædict' B.bene & fideliter ſoluat,&c. quod tunc præſens charta noſtra indentata, & ſeiſina ſua ſuper eandem liberata & habita in omnibus eorum roboribus permaneant & virtutibus in perpetuum. Et ſi defectus fiat,&c. Ac inſuper noueritis nos p̃f. W. C. W. W. & T.C. feciſſe,ordinaſſe,& loco noſtro poſuiſſe,&c. *vt in literis attorn. ad deliberand' ſeiſinam,* In cuius &c. Datum &c.

A Mortgage to ſaue harmeleſſe,&c.

Sect.412. SCiant &c.quod ego T.F.ſen' de N. Draper dedi & conceſſi & hæc præſenti certa mea indent̃ confirmaui L. W. de N. yeoman, vnum tenementum &c.Habend' &c.præfat̃ L.W.hæred' & aſſign' ſuis ad ſolum opus & vſum mei dicti T.F. hæred' & aſſignat̃ meor̃ in perpetuum. Si & quamdiu ego dict' T. F. hæred' execut̃ vel aſſign' mei ſoluamus ſeu ſolui fac' eidem L.W.execut̃ vel aſſign' ſuis xij.li. legalis monetæ Angliæ, &c. modo & form̃ ſequen', viz. ad feſtum omnium ſanctor̃ quod erit in anno Dom̃ &c.

&c. iiij. li. & ſic deinde annuat̃ ad dict' feſtum iiij. li. quouſque dict' xij. li. ſoluantur &c. Necnon ſoluamus & indempnes conſeruemus ſeu ſaluari & indempnes conſeruari fac' prædict' L. W. hæredes, execut̃ & adminiſtrat̃ ſuos verſus quendam W. M. de C. executores & adminiſtrat̃ ſuos ac alios quoſcunque de & pro quodam ſcript̃ obligatorio in quo prædict' L. W. ad inſtantiam mei prædict' T. F. ſimul cum me eodem T. tenetur & obligat̃ præfat̃ W. M. in ſumma xl. lib. indorſat̃ cum condition' pro ſoluc' xx. li. legal. monetæ Angl', Alioquin ſi contingat ꝙ ego dictus T. F. hæred', executor̃ vel aſſign' mei defecerimus in ſolutione prædict' xij. li. vel alicuius inde parcellæ in forma prædict' ſoluend', vel in ſoluando vel indemnes conſeruand' prædict' L. W. hæred', & executores ſuos in forma præd', unc ad ſolum opus & vſum ipſius L. W. hæred' & aſſignatorum ſuorum imperpetuum. In cuius &c.

A Mortgage vpon payment by the Mortgageor.

SCiant præſentes &c. quod ego I. W. (*vt ſupra* 412.) confirmaui S. W. omnia illa terr̃ & tenementa &c. Habend' &c. ſub forma & conditione ſubſequenti, viz. Quod ſi ego prædict' I. ſoluam, ſeu ſolui faciam, hæred' vel execut̃ mei ſoluant, aut ſolui faciant præfat̃ S. W. aut eius certo Attornato, hæred', vel executoribus ſuis, ad feſtum &c. in &c. xx. li. &c. Quod tunc præſens charta indentata, ac ſeiſin' inde deliberat̃ caſſatæ ſint & van', nulliuſque valoris, ac tunc bene licebit p̃f. I. &c. (*vt in conuentionibus reintrationis.*) Et ſi defect' &c. (*vt ſupra* 410.) ſuum robur obtineant & effectum, Et tunc bene liceat præfato S. W. hæred' & aſſignatis ſuis ea habere & pacifice gaudere imperpetuum. In cuius rei teſtimonium vni parti huius chartæ indentatæ penes me reman', præfat̃ S. W. ſigillum ſuum appoſuit, Alteri vero parti huius charte indentatæ penes p̃f. S. W. reman', ego p̃d' I. W. ſigillum meum appoſui. His teſtibus &c. Dat̃ &c. Sect. 413.

An eſtate vpon condition to find Meat, &c.

OMnibus &c. W. P. &c. Noueritis me præfat̃ W. dediſſe, conceſſiſſe, & hoc præſent̃ ſcript̃ meo indentat̃ confirmaſſe T. N. omnia mea terr̃ &c. Habend' &c. T. hæredibus & aſſignatis ſuis imperpetuum, &c. ſub forma & conditione ſequenti, videlicet, Quod prædictus T. exhibeat, ſeu exhibere faciat mihi præfat̃ W. durante vita mea naturali victum ſufficientem, ac ſtatui meo competentem, prout idem T. ad menſam ſuam habet, ſeu habere conſueuit, ac quolibet die dominico vnum denarium pro meis expenſis mihi reddat, necnon quolibet anno erga feſtum Natalis Domini vnam togam de Ruſſet, vnum par̃ caligar̃, duo paria calceorum, & dua Sect. 414.

Camiſia

Camisia statui meo competent, annuatim mihi inueniat. Et si contingat me decrepitum vel infirmum deuenire, tunc idem C. inueniet mihi vnum seruientem ad me debit modo, prout decet custodiend', ac etiam quendam locum in alta Camara tenement mei prædict' competent, vbi melius potero puenire tam in sanitate quam in egritudine, simul cum libero introitu & exit omnibus temporibus licitis ad eandem, durante vita mea mihi reseruand'. Et si præd' W. in exhibitione mea p̄d', seu in aliquo præmissorum defecerit, aut ea facere noluerit, quousmod' in futurum, quod extunc bene licebit mihi, hæred', & assignatis meis, in omnia p̄d' terras &c. (*As in Reentries.*) In cuius &c.

A Mortgage for payment by the Mortgage.

Sect. 415. SCiant &c. q̄ ego E. M. &c. Dedi &c. præf. R. & E. vxor̄ eius, totum illud mesuag' meum &c. Habend' &c. sub condition' sequen', viz. Q̄d' si præd' R.B. & E. vxor eius, hæred', seu execut̄ soluant̄, vel vnus eorum soluat, seu solui faciat, mihi p̄f. E. M. aut meo certo attorn' vel executor̄ meis, &c. modo & forma sequen', viz. ad festum &c. Et sic deinde annuatim soluend' ad quodlibet festum &c. extunc prox' & immediat̄ sequen' xx.li. &c. quousque summa &c. plenarie persoluat̄. Quod tunc præsens charta mea indentata, ac status & seisin', de & in p̄missis liberat', firmæ sint & stabiles, ad solum opus & vsum p̄dictor̄ R. & E. hæred' & assign' suorum imperpet'. Et si contingat p̄d' R.B. & E. vxor̄ eius, hæred', execut̄, vel assignatos suos defect' fecere in soluc' &c. aut alicuius inde parcell in form̄ p̄d' soluend', q̄ tunc præsens charta mea indentat̄, ac status & seisina, de, & in præmiss. liberat̄, cassæ sint & vacuæ, nullius q̄; valoris, ac tunc bene liceb. mihi p̄f. E.M. &c. (*As in Reentries.*) In cuius &c.

A Mortgage of Lands, &c.

Sect. 416. THis Indenture, &c. Betweene T. W. of the one party in the &c. and W. F. &c. on the other party, Witnesseth, that where the said T. W. by his deed bearing date the 11. day of this present moneth of January hath infeoffed W. F. of, and in the Manor of C. with all his right, members, and appurtenances in the said County, &c. and of and in the aduowson, gift, frœ disposition, & right of patronage of the Rectory & Parish Church of C. aforesaid. To haue and to hold, (as in the deed afore verbatim, &c.) as by the same deed more plainly may appeare. And whereas the said W. F. the day of the date hereof hath contented and payed vnto the said T. W. the summe of &c. which summe of &c. the said T. knowledgeth &c. thereof &c. by these presents. It is now therefore couenanted,

uenanted, condescended, &c. that the said T. W. before the feast of Easter. &c. by fine to be leuied in the Quæenes Maiesties Court of her Common pleas at W. &c. which said fine to be leuied in forme aforesaid, shall be to the vses and intents, in these presents expressed, that is to say: to the vses of the said W. F. and his assignes, vntill the 24. day of March, &c. And if the said W. F. &c. doe well and truly content and pay, or cause to be &c. vnto the said T W. his Executors, the summe of C. li. of good, &c. in the said 24. of M. next ensuing, &c. at &c. That then and from thencefoorth after such payment made, the said fine to be leuied in forme aforesaid, shall bee to the onely vse of the said W. F. his heires and assignes for euer. And if default of such payment bee had and made of the same summe, &c. or any parcell thereof at the time and place before limited for the payment of the same: then and from thencefoorth after such default of payment made, the said fine to bee leuied in forme aforesaid, shall bee and inure for euer to the onely vse of the said T. W. his heires and assignes for euer. And further that he the said T. and his heires, and all and euery other person and persons and their heires claiming the premisses, by or from the said T. W. shall at euery time and times during the space of two yeeres next after the payment made of the said summe of &c. in forme aforesaid, when and as often as they or any of them shall be thereunto reasonably required by the said W. F. &c. as in couenants of assurances. And the said T. W. further couenanteth, &c. to and with the said W. F. &c. that if it shall happen A. L. late wife of J. L. to recouer by due order and course of the Law against the said W. F. his heires or assignes the third part of the premisses for dower to her belonging after the death of the said J S. That then he the said T. W. his heires or assignes from the time of such recouery had, and after notice thereof to him giuen by the said W his heires or assignes, shall content and pay yeerely to the said W. his heires or assignes during the naturall life of the said A. one C. li. of good, &c. in the feasts of &c. And the said T. W. couenanteth &c. to and with the said W. &c. that if default of payment bee had and made of the said summe of C. li. or any &c. at the time and place before limited for the payment of the same: That then and from thencefoorth all and euery couenant, &c. comprised in this present Indenture on the part of the said T. W. &c. to bee obserued or performed, and all and euery bond wherein the said T. standeth bound for the performance of the same, or any of them, shall be vtterly void and of none effect. And that then the said W. his heires or assignes, shall within one moneth next after such default of payment made as is aforesaid, deliuer or cause to be deliuered vnto the said T. his heires or assignes, not onely the counterpaine of this Indenture sealed by the said T. and all

such

ſuch bonds as the ſaid T. ſhall ſtand bound in, to the ſaid W. for performance of the couenants compriſed in the ſame Indenture, and the ſame deed of feoffement made by the ſaid T. vnto the ſaid W. F. but alſo all ſuch deeds, etc. as the ſaid W. F. etc. ſhall before that time haue receiued by the deliuery of the ſaid T. his heires or aſſignes. And that then, and from thenceforth after ſuch default of payment made as is aforeſaid, the ſaid W. F. and his heires etc. as in couenants of aſſurance. In witneſſe whereof, &c.

A Sale vpon condition.

Sect. 417. THis Indenture, &c. Betweene T. I. and A. his wife, and N. N. etc. Witneſſeth, That the ſaid T. and A. with their owne whole conſent and agreement, for the ſumme of, etc. Hath giuen and granted etc. vnto the ſaid N. and his heires for euer, all that meſuage, etc. To haue and to hold the ſaid meſuage and other the premiſſes with their appurtenances to the ſaid N. N. his heires and aſſignes, to the onely vſe and behoofe of the ſame N. his heires and aſſignes for euer. And the ſaid T. I. couenanteth etc. that he the ſame T. and A. his wife, ſhall on this ſide the feaſt of etc. (as in couenants to make Eſtates.) Neuertheleſſe the ſaid N. couenanteth etc. (as in couenants to pay Money) at the feaſt of etc. That then and from thenceforth this preſent bargaine and ſale of the ſaid meſuage and other the premiſſes ſhall be clerely fruſtrate, void and of none effect. And that then alſo the ſaid N. his heires etc. within 8. dayes nert after the full payment of the ſaid rr. li. in forme aforeſaid to be payed, ſhall aſſure etc. or cauſe to be aſſured etc. to the ſaid T. and his heires, to the only vſe of the ſaid T. and his heires for euer, all ſuch eſtate, etc. of and in the ſaid meſuage and other the premiſſes, which he the ſaid N. before that time ſhall haue had or receiued of the ſaid T. his etc. the ſame meſuage and other the premiſſes then being clerely diſcharged of all troubles, charges and incumbrances, had, made, or done by the ſaid N. his heires or aſſignes. And if it ſhall fortune the ſaid T. his executors or aſſignes to make default of payment of the ſaid rr. li. in forme aforeſaid to be paid, or any part thereof: Then the ſaid T. couenanteth etc. by theſe preſents, that the ſaid bargaine and ſale of the ſaid meſuage and other the premiſſes, ſhall ſtand and remaine in full ſtrength and effect for euer. And then the ſaid N. couenanteth etc. truly to content and pay, or cauſe to be contented or payed to the ſaid T. his etc. r. li. reſidue of the ſaid rrr. li. within one moneth nert after default of payment to be made of the ſaid rr. li. or any part therof, in forme aforeſaid to be paied, for the full and clere purchaſe of the ſaid meſuage and other the premiſſes. And it is further couenanted, etc. that the ſaid T. his heires or executors, ſhal

not

not at any time hereafter bargaine, sell, alienate, or otherwise put away the said messuage or other the premisses, or any part thereof, to any person or persons but only to the said M. his heires and assignes: The same M. his heires and assignes, paying to the said T. his heires, executors, or assignes, for the purchase of the said messuage and other the premisses, as much money at such dayes, and in as briefe time as any other person or persons will giue and pay for the same, without fraud or collusion. In witnesse, &c.

A Mortgage of Lands.

THis Indenture, &c. Witnesseth, that the said A. B. in consideration, etc. hath bargained etc. vnto the said C. D. his heires for euer, all that messuage, etc. And also all and singular the rents, reuersions, and other yearely profits whatsoeuer, reserued by and vpon whatsoeuer leases, gifts, or grants, had, made, or granted of the premisses, or any part thereof, etc. And also the said I. B. for the consideration aforesaid hath bargained, etc. vnto the said C. D. all his estate, right, title, interest, possession, reuersion, remainder, claime, and demand, to, of, and in the said messuage or tenement, etc. And except one escript, obligation, or statute of the Staple, wherein the said A. B. standeth bound to one C. S. in the summe of etc. And also except one Recognisance wherein the said A. B. standeth bound to A. W. in the summe of etc. And that the said C. D. his heires etc. by force of these present Indentures of bargaine and sale, and of other conueyances of the premisses hereafter to be had and made, shall and may peaceably and quietly haue, hold, etc. the said messuage etc. and euery parcell thereof, to the only proper vse of the said C. D. Prouided alwayes, and neuertheless the said C. D. is contented and pleased, and for him etc. couenanteth etc. (as in Couenants) that if the said A. B. his heires, executors, administrators, or assignes, do well and truly content and pay, etc. That then and from thenceforth, as well conueyances and assurances made by and from the said A. B. and R. M. and all Bonds, Obligations, statutes, and recognisances, wherein and whereby the said A. B. and R. M. are by any meanes bound to the said C. D. as also these presents, and all assurances hereafter to be made and passed by vertue hereof, shall be vtterly void, frustrate, and of none effect, to all intents and purposes in the Law. And that then also the said C. D. his executors, administrators, or assignes, shall and will well and truly deliuer, etc. (as in couenants to deliuer writings) all the said conueyances and assurances vncancelled, and all the said bonds, obligations, statutes, and recognisances, and also the one part of these presents to be cancelled. And the said A. B. couenanteth etc. that if default be made, of, or in

Sect. 418.

the

the payment of the said summe of C markes in part or in all, at the day and place aforesaid contrary to the forme aforesaid appointed: That then as well the said conueyances, bonds, obligations, estatutes and recognisances as also these present Indentures, and the bargaine and sale aforesaid of the said messuage and premisses shall stand, remaine, and abide in full strength and vertue, and shall be good, effectuall, and available in the Law, to the said C. D. his heires etc. In witnesse whereof, &c.

A Mortgage.

S. R. 419. THis Indenture &c. Witnesseth, that the said I. C. for etc. to bee well and truly payd by the said Earle, his heires, executors, administrators, or assignes, to the said I. C. his executors or assignes, in such manner and forme as hereafter in these presents shall be expressed and mentioned, hath bargained and sold, and by these presents doth fully and clerely bargaine all the said manor, etc. Prouided alwayes, and the said E. for himselfe etc. doth couenant etc. that if he the said E. his etc. do not well and truly content and pay, or cause to be well, etc. to the said I. C. his etc. the summe of etc. Or if the said E. do fell, or cut downe any wood, pull downe any, or let downe any buildings, or do any manner of wilfull waste, in, or vpon the premisses or any part thereof at any time before the full end and expiration of seuen whole yeares next comming after the date hereof, or if the said I. C. his etc. well and truly content and pay, or cause to bee well and truly contented and payed to the said E. his heires or assignes, the summe of etc. at any time within the space of the said seuen whole yeares next ensuing and following the date of these presents, that then and from thenceforth etc. as in clauses of reentries. And also that after any want, default, or lacke of payment of any of the said payments of any of the said sums of money to bee payed by the said E. his heires, executors, etc. to the said I. C. his executors, administrators or assignes, in manner and forme aboue mentioned and expressed, or any manner of wilfull waste to be done or suffered to be done by the said E. his heires, executors, administrators, or assignes, in and vpon the premisses, or of any part thereof, or of the true payment of etc. to be payed by the said I. C. his heires, administrators or assignes, to the said E. his heires, administrators, or assignes, in manner and forme aboue mentioned and expressed: this present bargaine and sale and all and euery Act, Deed, and thing hereafter by any meanes to bee had, made, done, or suffered at any time before the end and the expiration of seuen yeares next comming after the date hereof, for or concerning the said manor, shall be void etc. And that then also the said Earle, his heires and assignes, and

euery

euery other person and persons shall stand and be possessed and seised, of, and in the said manor of W. and all other the premisses in these presents bargained and sold, to, and for the onely vse and behoose of the said I.C. his heires and assignes for ever, and to, and for none other vse or vses, this present bargaine and sale, or any act, deed, or thing hereafter to be done, made or suffered at any time before the full end and determination of the said 7. yeares next insuing after the date of these presents, to the contrary thereof in any wise notwithstanding. And also if the said E. his heires, executors, administrators, or assignes, shall not, or doe not well and truly pay, or cause to be well and truly contented and payed to the said I.C. his heires, executors, administrators, or assignes, the said summe of etc. of lawfull money of England, in manner and forme aboue mentioned and expressed, or doe, or shall commit any manner of waste, in or vpon the premisses, before the full end and terme of vij. yeares next following the date hereof. Or if the said I.C. his heires etc. shall, or doe well and truly content and pay or cause to bee well and truly contented and payed to the said E. his heires, executors, administrators, or assignes, the said summe of etc. of lawfull etc. in manner and forme aboue mentioned and expressed: That then the said E. his heires, executors, and assignes, shall doe, suffer and acknowledge, all and euery such reasonable act, etc. And also it is couenanted and agreed betwixt the said parties, that he the said I.C. his heires or assignes, shall and may haue, hold, and quietly inioy and possesse all the said Manor of W. with the appurtenances, and all other the premisses heretofore in these presents bargained and sold vnto the said I.C. his heires and assignes, from the date of these presents vntill etc. next following the date hereof, without any let, veration, trouble, suit or demand, had, made, or to be had, or made by the said E. his heires or assignes, by vertue and colour of this present bargaine and sale. In witnesse &c.

Fee Farme.

A Feoffement in Fee Farme.

SCiant &c. quod nos I. T. W. T. & I. M. dedimus, concessimus, & hac præsenti charta nra indentata ad feodi firmam dimisimus N. H. de W. vnum gardinum cum pertinen' vocat' M. iacen' in N. in com̃ F. viz. &c. qd' quidem gardinum simul cum aliis terris & tenementis nuper habuimus ex dono & feoffamento R. T. armigeri. Habend' & tenendum totum p̃d' gardinum cum suis p̃tinentiis p̃f. N. hæred' & assignat' suis imperpet', de capitalibus dominis feod' illius, p̃ seruitia inde debit', & de iure consueta. Reddendo Sect. 420.

dendo inde annuatim nobis, hæred', & aſſignat' noſtris nomine feodi firmæ &c. æquis portionibus,& faciendo inde ſectam ad curiam manēr noſtri de M.in S. bis in anno, viz. ad proximam curiam ibidem tenend' poſt feſtum &c.& ad proximam curiam ibm̄ tenend' poſt feſtum &c. pro omnibus aliis ſeruitiis,conſuetud',& demand'.Et ſi prædict' firma a retro fuerit in part' vel in toto per quindecim dies poſt aliquem termin' ſolutionis quo vt p̄fertur ſolui debeat, Aut ſi prædict' ſecta nobis hæredibus & aſſign' noſtris ad aliquam cur̄ in manerio noſtro præd' bis in anno tenend', vt prædictum eſt, ſubſtracta fuerit, tunc vult & concedit p̄fat' N. proſe, hæred', & aſſign' ſuis per p̄ſentes, quod bene liceat nobis præf. I.W.& I. G.& hæredibus & aſſign' noſtris in &c. & penes ſe retinere, quouſque de præd' firma ſi a retro exiſten', & eius arreragiis ſi quæ fuerint, necnon de ſubſtract' ſectæ prædict' nobis,hæred',& aſſignatis noſtris plenarie fuerit ſatisfactum.Et ſi prædict' firma a retro fuerit in parte vel in toto per duos annos poſt aliquem terminum ſolutionis eiuſdem,aut ſi prædict' ſecta nobis,hæred', aut aſſign' noſtris ad aliquam curiam in manerio noſtro præd' bis in anno tenend' vt præd' eſt,per duos annos ſubſtracta fuerit,tunc vult & concedit p̄f. N.proſe,hær̄, & aſſign' ſuis per præſent', ℣ bene liceat nobis,&c. **As in Reentries.**

Sales.

A Sale of lands, reſeruing rent.

Sect.421. THis deed **indented, etc.** Witneſſeth, **that I W. W. haue giuen etc. and by this my preſent déed doe giue, etc. to R. W. and M. his wife, of R. one meſſuage etc.** To **haue and to hold all and ſingular the ſaid meſuage etc. to the ſaid R. and M. and to the heires etc. And for default of ſuch iſſue of their two bodies betwéene them lawfully begotten, the remainder of all the ſaid meſuage etc. after the death of the ſaid R. and M. to the heires of the body of the ſaid M. lawfully begotten, and to bee begotten: and for default of ſuch iſſue of the body of the ſaid M. lawfully begotten, the remainder of all the ſaid meſſuage etc. after the deceaſe of the ſaid M. to the right heires of the ſaid R. M. for euer.** Yeelding and paying **therefore yéerely during all and euery the ſaid ſeuerall eſtates vnto mee the ſaid W. W. my heires and aſſignes for euer x.li. of lawfull Engliſh money, at the feaſt of S. Andrew the Apoſt. and S. Joh. Bap. by euen portions, in the now dwelling houſe of etc.** And **if it ſhall happen etc.** with a clauſe of reentrie if the rent be behind. **Prouided alwayes, and vpon condition following: That is to ſay, that if the ſaid R. and M. or either of them, or the heires of their two**

bodies

bodies betweene them lawfully begotten, or any of them, doe well and truly pay, or cause to be payed to me the said W. W. or my certaine Attorney, mine heires, executors, administrators, or any of them, the iust summe of one C. li. of &c. at one whole and intire payment for the said annuall rent, messuage &c. in any feast of the said feasts &c. hereafter following, during the space of six whole yeares next ensuing the date hereof together with v. li. of the said rent in the same feast of S. And. the Apostle, or S. I. Bap. to be due by these presents, in the said now dwelling house of the said W. W. in K. aforesaid, paying first the said annuall rent of x. li. by yeare of every of the said feasts and termes of payment, in the which, as is aforesaid, it ought to bee payd each and every yeare, in manner and forme above in this present Charter limited and expressed, according to the force, effect, and true intent of this present Charter. And also giuing to the said W. W. his &c. notice and warning of the payment of the said summe of &c. in forme aboue said, to be payd x. weekes at the least before the payment thereof: That then immediately after the payment of the said sum of &c. in manner and forme aforesaid to be payed, the said yearely rent of &c. and euery part thereof to cease, be determined, made void, extinguished, and vtterly adnihilated for euer by these presents, or else the same to stand, remaine, and bee in his full strength, power, and vertue. In witnesse, &c.

A Couenant not to sell, but to the Vendee.

AND the said I. K. doth couenant &c. That neither hee the said I. K. Sect. 422.
nor his heires, nor any of them at any time or times hereafter shall or will giue, grant, bargaine, morgage, sell, alien, set ouer, alter, discontinue, or depart with any part of any the messuages, lands, tenements, and hereditaments, aboue hereby mentioned to be bargained, and sold, or whereby he the said I. now standeth and is seised to any person or persons, other than only to the said N. T. or his heires, if the said N. or his &c. will giue such price and prices for the same, as shall bee set downe, made and appointed by T. W. I. G. and N. S. or so many of them as shall happen to bee liuing, at the time of such sale and alienation to bee made without the speciall licence of the said N. S. or his &c. first had and obtained in writing.

Gifts.

A generall Gift of goods.

Sect.423. OMnibus &c. Sciatis me p̄f.F.&c.dediſſe &c.W.W.&c. omnia bon' & catall' mea,mobilia & immobilia,viua & mortua cuiuſcunq; generis ſeu ſpeciei, in quorumcunque manibus, ſeu in quibuſcunq; locis exiſtunt: Necnon totum ius meum,titul', ac ius terminor' annor' quorumcunq;. Habend' *vt infra* 425. b. p̄f.W.W.& aſſign' ſuis imperpet̄. In cuius rei, &c.

A Gift of goods and chattels, with couenants to find the donor neceſſaries, and performe his will.

Sect.424. THis Indenture made &c.Betweene R.E.&c.on the one party, and T. S.of &c.on the other party, Witneſſeth, that the ſaid R. E. for the conſiderations hereafter in theſe preſents expreſſed, and for the iuſt and true performance of ſuch premiſſes,as on the part and behalfe of the ſaid T. his Executors and Aſſignes are made to bee kept to the ſaid R. hath giuen and granted &c. to the ſaid T. S. all his leaſes,farmes,and termes of yeares, cattels, implements, houſholdſtuffe, beaſts and cattell, and all other his other goods, as well reall as perſonall, moueable as vnmoueable whatſoeuer,the gold, ſiluer, and coine, which the ſaid R. now hath, or is owner of, And one meſuage &c. onely excepted. To haue and to hold the ſaid leaſes,farmes,and termes of yeares, and all and ſingular the ſaid goods and chattels,and other the premiſſes (except before excepted) to the ſaid T. S. his Executors and Aſſignes, to his and their owne proper vſe and vſes. And the ſaid R. doth further authorize and appoint the ſaid T. S. to aſke and demand all ſuch debts and ſummes of money as bee owing by any perſon or perſons to the ſaid R. And further,to ſue and implead any of the ſaid perſons or debtors in the name of the ſaid R. as ſhall refuſe or delay the payment of the ſaid debts or ſummes of money, at his will and pleaſure. And after that the ſaid T. ſhall receiue, obtaine, get, and recouer the ſaid ſummes or debts, Then the ſaid R. doth further giue power and authority to the ſaid T. to take and keepe the ſame to his owne vſe and commodity, without making any accompt thereof to the ſaid R. or to his Executors or &c. And the ſaid R. doth further promiſe to the ſaid T. not to releaſe or diſcharge any of the ſaid debts or ſummes of money ſo owing to him, without the aſſent and good will of the ſaid T. firſt had and obtained, In conſideration whereof the ſaid T. G. for him,his &c. doth couenant &c. That the ſaid T. and his

Executors,

executors, shall and will find and prouide to the said R. during his naturall life, conuenient and sufficient meat, drinke, and apparrell. And also one comely and decent Parlor or Chamber for the said R. to lye in seuerally, with fire and candle necessary, during his naturall life, and one person to attend vpon him during the time aforesaid. And moreouer, that it shall and may bee lawfull for the said R. to make and declare his last Will and Testament of goods to the value of xl. li. And that the said T. shall and will pay and performe, in such conuenient time, as by the said last Will shall be appointed, all such legacies and bequests, as the said R. shall giue and bequeath, so that the same doe not amount aboue the summe of xl. li. And finally the said T. doth promise and grant for him, his &c. to content and pay yearely to the said R.E. during his naturall life, the yearely rent or summe of &c. at two feasts in the yeare: that is to say, at the feast of S. Michael the Archangell, and the Annuntiation of our Lady, by euen portions. In witnesse, &c.

A Gift or Grant of goods.

THis Indenture, &c. Betweene T.W. of the County of P. Esquire, on the one party, and I.W. T.W. the younger, and E.W. sonnes of the said T W. the elder, and E.W. A.W. and P. W. daughters of the said T.W. the elder on the other party, Witnesseth, that the said T.W. the elder, as well in consideration of the naturall loue and affection which he beareth towards his children, and of the fatherly care which hee hath of their preferment and aduancement, as for diuers other good causes him hereunto especially mouing, hath giuen, granted, and confirmed, and by these presents doth giue, grant, and confirme vnto the said I. T. W. the younger, Ed. W. Eliz. W. and P. W. their executors, administrators, and assignes, all his goods and cattels whatsoeuer. Neuertheless, it is fully concluded, condiscended, and agreed, by and betweene all the said parties to these presents, in manner and forme following, that is to say, That it shall and may bee lawfull to and for the said T. W. the elder, at all and euery time and times hereafter, during his naturall life, if he remaine so long vnmarried, peaceably and quietly to haue the vse, occupation, increase, and profits of all the said goods and chattels, without any lawfull let, suit, trouble, expulsion, or incumbrance of them the said I. T. W. the younger, Ed. Eliz. A. and P. their executors or administrators, or any of them, or any other person and persons whatsoeuer, claiming by, from, or vnder them, or any of them: These presents, or any thing therein contained to the contrary thereof in any wise notwithstanding. In witnesse, &c. Sect. 425.

A gift of Goods, vpon condition to find neceſſaries, &c.

Sect. 426. OMnibus &c. T.I. ſalutem &c. Sciatis me p̄f. T. pro certis boniſq; conſiderationibus me ſpecialiter mouent̄, dediſſe, conceſſiſſe, & hoc præſenti ſcript̄ meo confirmaſſe A.G. de ciuitate N. omnia bona &c. (*vt ſupra 422. verbatim*) Habend' & tenend' omnia p̄d' bona & catall' mea, vbicunq; inuent̄ fuerint, ac cætera præmiſſa p̄f. A.G. & aſſignatis ſuis imperpetuum: Ita viz. quod nec ego p̄d' T.I. nec executor̄ vel adminiſtrat̄ mei, nec aliquis alius nomine meo, ſeu nomine eorum, aliquid iur̄, proprietat̄, vel clamei, de, aut in prædict' bonis & catallis, ac cæteris præmiſſis, nec in aliqua inde p̄cella de cætero exigere, clamare, vel vendicare poterimus nec debemus quouiſmod' in futur̄, ſed ab omni actione iuris, clamei, & demand' inde in futur̄, habend', ſeu vendic' penitus ſumus excluſi imperpet̄ p̄ præſentes, ſub conditione ſequent̄, viz. Si p̄d' A.G. execut̄ vel aſſignati ſui inuenient, ſeu inueniri facient tam mihi p̄d' T.I. quam cuidam M. P. viduæ matri mei p̄d' T. I. ſufficient̄ & competent̄ victual' & veſtit̄, hoſpicium & cubiliam, ac omnia & ſingula alia nobis & noſtrum cuilibet neceſſaria, tam in egritudine quam in ſanitate, durant' vita natural' tam mei dicti T. I. quam dictæ M.P. & noſtrorum vtriusque diutius viuent̄, necnon ſoluat ſeu ſolui faciat omnia hm̄odi debita mea, nominat̄ & ſpecificat̄ in quadam ſcædula huic præſenti ſcripto meo annex': Quod tunc præſens donatio bonorum & catallorum prædict' firma ſit & ſtabilis, ad proprium vſum prædict' A. G. & aſſignatorum ſuorum imperpetuum, alioquin truſtra ſit, ac pro nullo habeatur. In cuius &c.

Pawnes and Gages.

A Gage of Plate and Goods, &c.

Sect. 427. THis Indenture made &c. Witneſſeth, that the ſaid R. for the ſumme of &c. hath bargained, ſold, giuen, and granted, and in open Market of the City of N. hath deliuered, and by theſe preſents doth fully and clærely bargaine, ſell, giue, and grant vnto the ſaid T. M. his executors &c. all theſe parcels of Plate, and other implements here vnder ſpecified, viz. One boule of ſiluer all white, one dozen of ſiluer ſpoones with knops, one litle ſalt of ſiluer all white, containing all together twenty nine ounces, one yellow cheſt bound with ſeuen broad barres of Iron, and all and ſingular ſuch peeces and parcels of woollen and linnen cloth, and pewter, as bæne remaining and cloſed within the ſaid cheſt, together with one couerlet of Tapeſtrie worke, one blanket of linſie woolſie, and two fetherbeds,

beds, and two boulsters, stuffed with fethers. To haue and to hold the said siluer boule, siluer salt, and the said dozen of siluer spoones, together with all and singular the said implements and stuffe, and all the premisses, and euery part and parcell of the same, to the said T. P. his executors, administrators, and assignes for euer. And the said R. T. for him, his executors, &c. doth couenant and grant by these presents, to and with the said T. P. his executors &c. that he the said R. at the time of the date hereof, was true, sole, and proper owner of the said parcels of plate, and all and singular other the premisses, and euery part and parcell of the same, and then had full power, and good, iust, lawfull, and perfect right, title, and interest, to bargaine, sell, giue, grant, and deliuer, all and singular the premisses, and euery part and parcell thereof, in forme aforesaid. Prouided alwayes, and it is agreed betweene the said parties, &c. that if the said R. T. his executors, administrators or assignes, shall well and truly content and pay, or cause to be payed to the said T. P. his certaine Atturney or executors, the summe of &c. in the feast day of &c. That then this present bargaine, sale, gift, and grant of all the premisses, and euery parcell thereof, to be vtterly frustrate, void, and of none effect. And that then also the said parcels of plate, and all other the premisses shall be by the said T. his executors, &c. redeliuered to the said R. his executors, administrators, &c. at the mansion house of the said T. within the City of P. aforesaid: any thing before recited to the contrary in any wise notwithstanding. In witnesse, &c.

A Bill of Sale.

BE it knowne vnto all men by these presents, That I, I. P. of L. Gentleman, in consideration of the summe of six pounds of lawfull money of England, to me in hand, at and before the sealing and deliuery hereof, by I. T. of L. Draper, well and truly payed, whereof and wherewith I doe acknowledge my selfe fully satisfied and contented, haue bargained and sold, and in plaine and open Market within the City of London, hath deliuered vnto the said I. T. one gowne of black russet coloured cloth, furred throughout, and layed on with a billiment lace, and one cloake of satten garded with two gards of velvet round about. To haue and to hold the said gowne and cloake before sold, and euery part thereof vnto the said I. T. his Executors and Assignes, freely, peaceably, and quietly, as his and their owne proper goods for euer, without any let or denall of me the said I. P. mine executors and assignes, or any of vs, and with warranties against all people for euer by these presents. Prouided alwayes, that if I the said I. P. mine executors or assignes, or any of Sect. 428.

vs, doe well and truly pay, or cauſe to be payd vnto the ſaid I. C. his &c. that then the ſale aforeſaid to be void and of none effect, or elſe to ſtand and abide in full ſtrength and vertue. Sealed with my ſeale, &c. Giuen the xj. day of Feb. &c.

A Gage of a Chaine of Gold.

Sect. 429. HÆc Indentura fact' &c. inter R.W. & B.M. &c. teſtatur q̃ prædict' R. vendidit B. quond Catenam auream cum vna cruce aurea ſculpt̃, cum vno crucifixo ponder̃ in toto quinque vnc' appreciat̃, ad C. l'. &c. Præd' tamen B. vult & concedit pro ſe & executoribus ſuis per præſentes q̃ ſi p̃dict' R. ſoluat, ſeu ſolui faciat præfat̃ B. aut ſuo certo attorn', ſeu executoribus ſuis ſeptimo die menſis Iulii proximo futur̃ poſt datum præſentium x. l'. &c. quod tunc prædict' B. deliberabit ſeu deliberari faciet p̃f. R. aut ſuo certo attornato p̃d' catenam cum cruce p̃d', abſq; impetitione vel contradictione aliqua. In cuius &c.

Leaſes.

A Leaſe for yeeres, of a meſſuage by a Corporation.

Sect. 430. THis Indenture made the xxv. day of A. in the xxviij. yere of &c. Betweene W. P. Citizen and Goldſmith of L. Maſter of the guild or fraternity of &c. and R. C. Citizen and Merchant Tailors of L. Wardens of the ſaid guild or fraternity on the one party, and R. S. of L. Eſq. on the other party, Witneſſeth, that the ſaid Maſter and Wardens, for them and their ſucceſſors, with the aſſent will and conſent of all the brethren and ſiſters of the ſaid fraternity or guild, haue graunted, demiſed, and to ferme letten to the ſaid R. S. by theſe preſents, all that their meſuage or tenement and garden adioyning with ſellers, ſollers, and all other appurtenances thereunto belonging, called A. B. ſet and being in Fleetſtreet in the ſaid Pariſh of S. D. that is to wit, betweene the tenement pertaining to the Deane and Canons of the Kings Chappell of S. within the Palace in W. now in the holding of I. C. on the Eaſt part, and a tenement pertaining to the ſaid fraternity now in the tenure of T. V. on the Weſt part, and the gardens pertaining to the myſtery or craft of Goldſmithes of London on the North part, and the tenements pertaining to the ſaid fraternity, wherein I. D. Marchandler, and I. F. Cent. now dwell on the South part. To haue and to hold the ſaid meſuage, or tenement and other the premiſſes aboue letten with the appurtenances to the ſaid R. S. his executors or aſſignes,

assignes, from the Feast of the Annunciation of our blessed L. the Virgine last past before the date hereof, vnto the end and terme of xxx. yeares then next ensuing, and fully to bee compleat. Yeelding and paying therefore yeerely during the said terme to the said Master and Wardens, and to their successors or assignes iiij.li of good and lawfull money of England, at foure times of the yeere, that is to say, at the Feast of the Nativity of S. John Bap. S. Mich. the Archangell, the Nativity of our Lord God, and the Annunciation of our Lady the Virgine by euen portions. And if it happen the said yeerely rent of foure pounds to bee behind and vnpayd in part or in all by the space of one moneth next after any of the said Feasts of payment, at the which it ought to bee payd: That then it shall be lawfull to the said Master and Wardens and their successors, into the said messuage or tenements and other the premisses aboue letten with the appurtenances, and euery parcell thereof to enter and distraine, and the distresses so there taken, lawfully to beare, lead, driue, and carry away, and the same to withhold and keepe vntill they of the said yeerely rent, and euery parcell thereof with the arrerages of the same (if any bee) vnto them bee fully contented, satisfied and payd. And the said R. S. for him, his executors and assignes couenanteth and granteth to and with the said Master and Wardens and their successors by these presents, that hee the said R. S. his executors and assignes, at his and their proper costs and charges, the said messuage or tenement, and other the premisses aboue letten with the appurtenances, with the pauements and way, draughts of the same, in and by all things well and sufficiently shall repaire, sustaine, maintaine, scoure, and cleanse as often as need shall require during the said terme, and the same so repaired, scoured and cleansed, with all glasse windowes, yron dores, lockes and keys (as it is thereof and therewith now fully furnished and garnished) at the end of the same terme shall yeeld vp and leaue. And that it shall be lawfull to the said Master and Wardens and their successors, at all times during the said terme at their liberty and pleasure, to come and to enter into the said messuage or tenement, and other the premisses aboue letten with the appurtenances, and euery parcell thereof, there to view and search what reparation shall bee needfull to bee made and done: and vpon such view and search had, the said R. S. for him, his executors and assignes couenanteth and granteth to and with the said Master and Wardens and their successors by these presents, that the same R. his executors and assignes at his and their proper costs and charges, shall during the said terme within one quarter of a yeere next after mention and knowledge to him or them giuen by the said Master and Wardens, or their successors, well and sufficiently from time to time re-

paire and amend, all ſuch defaults and lacke of reparations, as there ſha happen to be found. And that the ſame R. his executors and aſſignes during the ſaid terme, ſhall peaceably and quietly permit and ſuffer the ſaid T. W. and all other tenants of the ſaid fraternity dwelling there about, to haue, vſe and inioy all ſuch lights, penthouſes, and other eaſements as now be and appertaine to their ſeuerall tenements or manſions, without any ſtopping, darkening, empayzing, breaking, hurting and diminiſhing, and without let, interruption, or diſturbance of the ſame R. his executors or aſſignes, or of any other perſon or perſons by his or their commandement, meanes or procurement. And that it ſhall not be lawfull to the ſaid R. his executors nor aſſignes, to bargaine, grant, alien, let or ſet his leaſe intereſt or terme of and in the ſaid meſuage and other the premiſſes aboue letten, or any parcell thereof, to any perſon or perſons during the ſaid terme, but only at will from yeere to yeere, without the conſent and agreement of the ſaid Maſter and Wardens or their ſucceſſors, firſt had and obtained in writing vnder the common ſeale of the ſaid fraternity. And the ſaid Maſter and Wardens for them and their ſucceſſors, couenant and grant to and with the ſaid R. S. his executors, etc. by theſe preſents, that the ſame Maſter and Wardens and their ſucceſſors at their proper coſts and charges ſhall beare and pay all manner of quit rents, and other rents and duties if any ſuch bee due or to bee due, and going out of, and for the ſaid meſuage or tenements and other the premiſſes aboue letten during the ſaid terme, and thereof ſhall acquit, diſcharge or ſaue harmeles the ſaid R. S his, etc. In witneſſe whereof to the one part of this Indenture remaining with the ſaid Maſter and Wardens and their ſucceſſors, the ſaid R. S. hath put his ſeale: and to the other part of the ſame Indenture remaining with the ſame R. the ſaid Maſter and Wardens haue put their common Seale of the ſaid fraternity. Given the day and yeere aboue written.

A Leaſe for yeeres of a Houſe.

Sect. 411. THis Indenture, &c. Betweene T. D. and A. his wife on the one party, and N. S. on the other party, Witneſſeth, that the ſame T. and A. the day of the making hereof haue demiſed, betaken etc. to the ſaid N. all their meſuage or tenement, with all ſhops, ſellars, etc to the ſame belonging, ſet, lying, or being in etc. which was lately in the tenure and occupation of J C. To haue & to hold the foreſaid meſuage, (vt ſupra.) Yeelding and paying therefore yeerely during the ſaid terme of T. and A. his wife, or to either of them, their heires or aſſignes 3. li. of etc. And if it ſhal happen the ſaid yeerely rent of etc. (As in diſtreſſes.) In witneſſe, &c.

A

A Lease for yeeres with exceptions.

THis Indenture, &c. Betweene T. I. etc. Witnesseth, that the said T. I. for etc. hath demised, etc. all those his messuages, lands, etc. except, and alwayes reserued to the said T. I. one close etc. And also all manner of wood and timber now growing, or hereafter to grow, in and vpon the said premisses, or any part thereof, together with free egresse and regresse, to and for the said T. I. his executors, assignes, seruants, and workmen, to and from the said premisses, as well with horses and carts, as otherwise, as well for the felling, making, and carrying away of wood and timber, as also for the repairing and amending of the edifices belonging to the premisses. To haue and to hold so much of the said lands and tenements, and other the premisses as be freehold, (except before excepted) to the said I. P. his executors and assignes, from the feast of etc. for and during the terme of xxj. yeeres, from thence next insuing, and fully to bee compleat and ended. And to haue and to hold as much of the said premisses, as be copphold, or customary tenure, to the said I. P. his etc from yeere to yeere, as the same copphold may be letten without forfeiture, and not otherwise. Yeelding and paying for all and singular the premisses (except before excepted) being freehold etc. and for all the residue of the same premisses being copphold, etc. And the said I. P. couenanteth etc. that the said I. his etc. shall yeerely and euery yeere during all the said terme, find, or cause to be found one sufficient Thatcher and his seruitor, with sufficient meat, drinke, and wages three dayes in the yeere at conuenient times, for the repairing and amending of the edifices and buildings of the said premisses, the said T. I. finding straw and all other things necessary for the same 3. dayes worke, and euery of them from time to time during all the said terme. And further, that he the said I. P. his executors or assignes at the end of the said terme of 21. yeeres, shall leaue all the fences, hedges and gates belonging to the premisses, well and sufficiently made and repaired, the same I. his executors or assignes taking in and vpon the premisses, sufficient thornes and other conuenient fensing stuffe, as well for the making and repairing of the said fences hedges and gates from time to time during all the said terme, as also for the leauing of the fences, hedges, and gates, well and sufficiently made and repaired, as is aforesaid, at the end of his terme, by the assignement and appointment of the said T. I. his executors or assignes. Prouided alwayes, that it shall be lawfull to the said I. P. his executors or assignes, from time to time during all the said terme, to take in and vpon the premisses without any assignement, as is aforesaid, thornes, and

Sect. 43.

other

other fensing ſtuffe for the ſtopping of gappes and repairing of the ſaid fences and hedges, ſo that the ſame fenſing and ſtopping doe not exceed aboue a rod at one time: any thing heretofore in theſe preſents mentioned to the contrary in any wiſe notwithſtanding, &c. And the ſaid I. couenanteth, &c. that it ſhall be lawfull to and for the ſaid T. I. his executors, aſſignes, ſeruants, and workefolkes, to enter, come, and goe into, and from the grounds belonging to the ſaid premiſſes for the felling, making, and carrying away of all ſuch wood and timber, as the ſaid T. I. his executors, aſſignes, and ſeruants, ſhall from time to time fell and make, during all the ſaid terme, without let or interruption of the ſaid I. P. his executors, or aſſignes. And that he the ſame I. his executors or aſſignes, ſhall not at any time during the ſaid terme, harry, or breake vp any part or parcell of the cloſe lying at T. bridge, parcell of the demiſed premiſſes, without the conſent and agreement of the ſaid T. I. his executors or aſſignes. And that the mucke or dung that ſhall be made by his horſes or neat in the time of their ſtanding in, ſhall be beſtowed yearely, in and vpon the areable land belonging to the premiſſes. And furthermore, that he the ſaid I. his executors and aſſignes, ſhall and may eare and ſow any of the ſaid arable land belonging to the ſaid premiſſes (except before excepted) 2. yeares together during the ſaid terme, and not aboue, & after that let the ſame land lie one yeare fallow. And the ſaid I. P. couenanteth &c. that he the ſame I. P. his executors and aſſignes, ſhall well and ſufficiently paſture and feed within the premiſſes, to and for the ſaid T. I. his executors or aſſignes one gelding and one milch cow yearely, and euery yeare during the ſaid terme. And alſo ſhall freely giue and deliuer to the ſaid T. I. his executors or aſſignes, two good and able ſwine hogs, well and able fatted at the coſts and charges of the ſaid I. P. his executors or aſſignes. And alſo one boare good and able in like caſe fatted, and ready dreſſed at the feaſt of the Nativity &c. yearely and euery yeare during all the ſaid terme of &c. And alſo ſhall yearely &c. well and able fat in and vpon the premiſſes, to and for the vſe of the ſaid T. I. his executors or aſſignes, one bullocke being of the age of 3. yeares to bee killed, and yearely deliuer the ſame to the ſaid T. I. his &c. within the ſite of the premiſſes at the feaſt of &c. during all the ſaid terme. In witneſſe, &c.

A Leaſe for yeeres, reſeruing Barley.

See 433. THis Indenture, &c. Betweene R. T. of &c. and W. A. of &c. Witneſſeth, that the ſaid R. hath demiſed &c. vnto the ſaid W. A. ten acres of land &c. To haue and to hold &c. Yeelding and deliuering therefore vnto the ſaid R. T. his executors and aſſignes at the late manſion houſe of

the

the said R. P. &c. betweene the Feast of all Saints, which shall be in the yeare of our Lord God 1599. and the Feast of the Purification of our Lady then nert &c. xx. quarters of Barley of good measure, and good stuffe and merchantable, well cleansed and by a lawfull bushell to be measured, for the first yeares farme or rent of the same terme: And betweene the Feasts of all Saints and the Purification of our Lady then nert and immediatly ensuing xx. quarters of barley of like corne and like measure at the place aforesaid, for the second and last yeares farme of the same terme. And if it happen the said yearely rent, &c. As in distresses. And the said W. A. couenanteth &c. to permit and suffer the said R. his &c. farmers of the fouldcourse of E. to haue such shacke vpon the demised premisses with their sheepe at seasonable and conuenient times to be accounted from Mich till the Annunciation of our Lady yearely, as heretofore they haue lawfully vsed within the said Towne. And the said R. T. for him &c. couenanteth &c. that he the said R. his executors &c. shall from time to time during the said terme acquite, discharge or saue harmeless the said W. his executors &c. and also the demised premisses of all manner of outrents, taskes, subsidies, tithes, tenths, farmes and charges, that shall be insuing, going out, or payable out, of, or for the said demised premisses, or any part thereof, except the yearely rent aboue reserued. And further the said R. couenanteth &c. that it shall and may bee lawfull vnto the same W. his executors &c. by vertue hereof, to haue, hold, occupy, and enioy the said demised premisses, for the yearely rent or farme aboue reserued peaceably and quietly without any lawfull let, &c. during the said terme &c. And that the said W. A. will sufficiently make or cause to bee made a true and perfect terrar or boundary of euery seuerall parcell of &c. how the same doe lye seuerally, butt, and bound, and deliuer the same to the said R. T. or his heires in the now dwelling house &c. before the feast &c. nert insuing. In witnesse, &c.

A Couenant that rent shall cease vpon Eviction.

AND the said J. B for him etc. that if it happen any of the premisses by reason of any former lease, interest, or other title, to bee withholden or kept, from the occupation, possession or hauing of W. E. his executors or assignes, that then the rent of the same reserued to bee payd shall cease to bee payed, during all such time as the same shall bee so kept from the said W. his heires, executors and assignes, and that the same W. his etc. shal quietly haue, occupy and inioy the same premisses so kept from him, his executors, etc. after such time as the former leases and interests shall be determined, expired and ended, for and vntill the full end and terme of the full rest and residue of the said xl. yeares then behind and Sect. 434.

not

not by him occupied, and for and by the only rent afore reſerued for the ſame, &c.

A Leaſe for yeeres of a meſuage and lands.

Sect. 435. THis Indenture, &c. Betweene Sir I. B. of &c. and G. P. &c. Witneſſeth, that the ſaid I. B. &c. hath demiſed &c. vnto the ſaid G. P. all that meſuage or tenement called C. and one croft called R. and rrr. acres of land thereunto belonging, &c. To haue, hold &c. from the day of the date of theſe preſents, vnto the end and terme of and for during all the terme of one and twenty yéeres then next and immediatly enſuing fully to be compleat and ended diſpunishable and without impeachment, of, or for any manner of ſtrepe, ſpoile, deſtruction, or waſte of woods whatſoeuer. Yeelding and paying therefore, &c. And yéelding and doing ſuit at the Court of the ſaid I. B. his Heires and Aſſignes, to bée holden at the Manor of A. in the County of Y. twice euery yéere during the ſaid terme vpon reaſonable ſommons, and in default of euery ſuch ſuit to bee hereafter made, ſhall yéeld and pay to the ſaid I. B. his Heires and Aſſignes for the firſt default foure pence, the ſecond default ſix pence, the third time twelfe pence, and ſo for euery ſuch default to bée made after the foreſaid third default to bee made during the ſaid terme two ſhillings. And alſo yéelding and paying vnto the ſaid I. B. his Heires and Aſſignes at the Feaſt of the Nativity of our Lord God, which ſhall bee in euery iij. yéere of the ſaid terme of one and twenty yéeres twenty ſhillings, for and in reſpect of a fine and herriot, and for and in diſcharge of all other duties, ſeruices, fines, herriots and demands other than ſuch as bœne before in this preſent Indenture reſerued. And if it happen the ſaid yéerely rent of &c. or the ſumme of rr. ſ reſerued for and in reſpect of a fine and herriot, as is aforeſaid, or the ſaid money for ſuit of Court, or any part or parcell thereof to be behind vnpaid after any of the ſaid feaſts before by theſe preſents limited and mentioned in which the ſame, ought to be payd, being lawfully demanded at the now manſion houſe of the premiſſes: that then &c. As in diſtreſſes, I. B. his heires, executors, adminiſtrators or aſſignes, into the premiſſes and demiſed tenements to enter and diſtraine, and them to detaine and kéepe, vntill they ſhalbe ſatisfied and payed of the ſaid rents, fines and ſummes aforeſaid ſo happening to be behind and vnpayd, together with the arrerages thereof if any ſuch ſhal happen to be. And the ſaid I. B. &c. couenanteth &c. that he the ſaid I. B. at the enſealing and deliuery hereof ſtandeth, and is ſole, only and rightly ſeiſed of the ſaid tenements and premiſſes, of an eſtate of inheritance in fée ſimple, or in fée taile general with the reuerſion

ſion or remainder thereof to his owne heires for euer in his owne right, and to his owne vſe without any manner of condition or other limitation of vſe which may alter, change, diſtroy or diſcontinue the ſame or any part thereof, by good, perfect, and ſufficient conueyance and aſſurance in the law, and that hee the ſaid I.B. at the enſealing and deliuery hereof hath good, full, and perfect power, and lawfull authority to demiſe, grant, aſſure, and conuey the ſaid meſuage, tenements, and other the premiſſes, vnto the ſaid G.P. his heires, executors, adminiſtrators, and aſſignes, according to the effect and true meaning of theſe preſents. And that the ſaid I. his heires, executors, adminiſtrators, and aſſignes, ſhall and will, at all times hereafter during all the ſaid terme of one and twenty yeeres, acquite and diſcharge, and ſaue harmeleſſe as well the ſaid G. P. his heires, executors, adminiſtrators and aſſignes, and all other occupiers of the premiſſes, as all the ſaid tenements, and premiſſes and euery part thereof, of, and from all former bargains, ſales, leaſes, dowers, ioyntures, rents, ſeruices, rent charges, arrerages of rents, and all other charges and incumbrances whatſoeuer, other than the rents ſeruices and ſummes of money in theſe preſent Indentures before reſerued and mentioned. And that the ſaid G P. his heires, executors, adminiſtrators, and aſſignes, and euery of them ſhall and may at all times hereafter, and from time to time, during the ſaid terme of xxj yeeres haue, hold, occupy, and enioy all and ſingular the ſaid meſuages, lands, tenements, and other the ſaid demiſed premiſſes, and euery part and parcell thereof with the appurtenances according to the tenor, effect, and true meaning of theſe preſents, without any manner of lawfull let, interruption, ſuit, veration, impediment, euiction or trouble of the ſaid I. B. or any other perſon or perſons, by his or their commandement, meanes, procurement, aſſent, conſent, occaſion or agreement, or lawfully claiming, or which ſhall or may hereafter lawfully claime from, by, or vnder the ſaid I. B. or his title &c. In witneſſe, &c.

A Leaſe of Lordſhips by a Deane and Canons.

THis Indenture, &c. Betweene I.P. Doctor of the ciuill law, Deane of the College, &c. And the Canons of the ſame College on the one party, and A.D. on the other party, Witneſſeth, that the ſaid Deane and Canons by their whole and mutuall aſſent &c. haue demiſed &c. vnto the ſaid A. their manſion or dwelling place of their Manor or Lordſhip of T, aforeſaid in the ſaid County of B. lately called the Priory, with all the ſcite and circuit of the ſame manſion, barnes, ſtables, and all houſes, buildings, yards, cloſes, orchards, gardens, ponds, and ſtewes, contained within the ſame ſcite or circuit, together with the demeſne lands, meadowes Sect. 436.

dowes and pastures, with all and singular the appurtenances to the said mansion or dwelling place, Manor or Lordship, or to any part or parcell thereof, or to any of them belonging, or in any wise appertaining, and also all and singular their lands, tenements, meadowes, leases, pastures, commons, fishings, with all other easements, profits and commodities, and all other their hereditaments, whatsoeuer they be, set, lying and being within the Towne and fields of T. aforesaid. And also all those their two milles called, etc. with all and singular their appurtenances, profits and commodities, and with all other their messuages, lands, tenements, meadowes, pastures, commons, easements, profits and commodities, with all and singular rents, reuersions, remainders, and seruices of all the tenants, as well freeholders as tenants for yeres or from yere to yere copyholders, tenants at will or otherwise, set, lying or being, to be perceiued or taken within the townes, parishes or fields of S. etc. lately belonging or appertaining to the said late Priory of T. aforesaid, with all and singular their appurtenances and all that their Manor or Lordship of T. with all the demeanes of the same, and all and singular their other messuage, etc. as next aboue. And also all manner of such glebe lands and tenements, tithes, oblations, fruits, profits and commodities whatsoeuer they be, to the Churches and Parsonages of N. C. and L. or to any of them now belonging, or in any wise appertaining, or which at any time heretofore haue of right appertained, or belonged to them, or to any of them: And also all and singular pensions and portions in L. Cl. and with all rights, profits, casualties, and commodities, as well spirituall as temporall: together with all woods, vnderwoods, warrens, and other liberties whatsoeuer they be, to the said manors, or Lordships of T. or C. or to either of them belonging, or in any wise appertaining, or that bee set, lying or being in the Townes and fields of T. and C. etc. aforesaid, or in, or vpon any of the premisses: Excepted and alwayes reserued vnto the said Deane and Canons, and to their successors, all such rents and fruits pensions and portions, which bee contained in a Schedule indented thereof made, and to this Indenture annexed, amounting to the yerely value of xx. li. And also except and reserued vnto the said Deane, etc. all and singular felons goods, reliefes, wards, marriages, escheats, hariots, aduowsons, and patronages of Churches, in any wise to the said Lordships belonging. To haue, hold, occupy, and peaceably to possesse and inioy the said scite, Manors, or Lordships, and all and singular the Premisses with their Appurtenances (except before excepted) vnto the said A. D. etc. in as ample and large manner and forme and as much for his commodity and profit, as euer any being Prior of T. aforesaid or any other farmer, occupier, or possessor of the same, haue at

any

any time heretofore lawfully occupied, possessed, or inioyed the premisses, or any part or parcell thereof. Yeelding and paying therefore yerely vnto the said Deane and Canons, and to their successors, etc. And the said A. couenanteth, etc. that he the said A his executors or assignes, shall at his or their owne costs and charges, well and sufficiently repaire, sustaine, and vphold the said manor place, and all other houses, barnes, and stables, and all manner of tenements and buildings, now builded: during the said terme of etc. or to bee builded to the said manor of T. and C. or to either of them belonging or appertaining, during the said terme. And also well and sufficiently kepe, scowre, and repaire all manner of hedges, ditches, and muds, of, and in the said lands of the said manors, and other the premisses, during the said terme, and so being well and sufficiently repaired, in the end of the said terme shall leaue and yeld vp the same. And the said Deane and Canons couenant etc. to beare and maintaine all manner of reparations of Chancels of all such Churches as belong to any of the said manors, or that now be, or that hereafter shall bee scituat, edified, or builded in any of the said townes, villages, or hamlets before mentioned, or vpon any the said lands, tenements, or other the premisses. And also to discharge or saue harmelesse the said A. D. his executors and assignes of all such things as are due, by reason of composition made betweene the late Prior of T. and the Parochians of etc. bearing date the tenth of January, Anno Dom. 15[illegible]0. as in the same composition more plainly is declared. And also the said A. couenanteth etc. to acquite and discharge or saue harmelesse the said Deane, etc. of and for all manner of quit rents, and other charges whatsoeuer they be, due or accustomed to bee payd out of the said Manors or Lordships, or out of either of them, or other the premisses or any parcell thereof, to our Soueraigne Lady the Quene, the chiefe Lord of the fee or fees thereof, or to any other person or persons whatsoeuer they bee during the said terme, hauing their commencement, beginning, and being before the date of these presents, the tenth or tenthes out of any of the premisses due vnto our Soueraigne Lady the Quene onely excepted, which the said Deane and Canons and their successors shall beare and pay, during the said terme. And moreouer the said Deane, etc. by these presents doth licence and authorize the said A. and also doth couenant etc. that hee the said A. his Executors or Assignes, by his or their sufficient Deputy or Deputies, shall kepe the Courts and Leetes within the said Manors and Lordships, or within either of them, in the name of the said Deane, when and as often as it shall seeme good vnto the said A. his Executors or Assignes, without fee or other allowance demanding of any person or persons for the same, during the said terme. And also the said A. couenanteth, etc. to

leuy,

leuy, gather, and receiue to the vse of the said Deane and Canons, and their successors, all such rents as be excepted and reserued out of this Indenture, and mentioned in the said Scedule indented, hereunto annexed, at such time as they shall bee by the law recouered, or by any other way or meanes sufficiently or lawfully tried and proued against the said tenants or detaynors and withholders of the said rents and duties to bee payable vnto the said Deane and Canons, which bee the said A. D. may obtaine or get, without costs and charges in the law to be had or made by the said A. for the same, and for the collection thereof to demand no fee or other allowance whatsoeuer, of the said Deane and Canons vpon his accompt thereof to bee made before the Auditors of the said Deane and Canons and their successors during the said terme. Also the said A. couenanteth &c. to make payment, at and within the said College of the said yeerely rent of &c. equally at the termes of payment before specified, to the hands of the Treasurer of the said College, at his owne proper costs and charges, without allowance taking for the same, during the said terme. And the said Deane and Canons for them and their successors, do couenant &c that the acquitance made, sealed, and signed by the Treasurers of the said College, or by either of them to the said A. or his executors, or his assignes, for the payment of the same yeerely rent, or any part or parcell thereof, in manner and forme before mentioned, shall bee a good, sure, and sufficient warrant and discharge vnto the said A. his executors and assignes, and to his or their deputy or deputies for the payment thereof. And if it happen that the said yeerely rent of &c. to bee behind &c. As in distresses. And if it happen the said yeerely rent of &c. to be behind vnpayed in part or in all, after any of those feasts of payments before mentioned, by the space of three Moneths, and lawfully asked or demanded, at, or in the said mansion house of T. aforesaid, and no sufficient distresse can there bee found vpon the said tenements and premisses, for the same rent so behind: That then &c. As in Reentries. And the said Deane and Canons couenanten &c. that if the said A. his Executors and Assignes, shall happen at any time hereafter to bee euicted or dispossessed of any of the premisses, or any part or parcell thereof, without couin or fraud on the part of the said A. his Executors or Assignes: That then the said rent of, &c. shall bee apportioned and diminished accordingly, and after such rate and portion, as the quantity and value of the said Lands, Tenements, and Hereditaments, and other duties, parcell of the Premisses so euicted or taken from the possession or occupation of the said A. his Executors or Assignes, shall amount and arise vnto. And that it shall bee lawfull vnto the said A. his Executors or Assignes, to defalke and retaine so much of his rent at euery of the said

payments:

payments: This Indenture, &c. notwithstanding. And further the said Deane and Canons for them and their successors couenant, conclude, grant, and promise, &c. As in couenants of further assurance. And the said A couenanteth &c to find house, lodging, meat, stable, hay and prouender for the horses of the said Deane and Canons, and other comming with him or them in progresse once in the yeere by the space of two dayes and two nights, the said Deane and Canons and their successors, paying reasonably for meat onely and drinke so prouided during the terme aforesaid. And further the said A. couenanteth, &c. that he his executors and assignes, shall at the end and terme of euery vij yeeres (during the said terme) deliuer, or cause to be deliuered vnto the said Deane, &c. the Court Rolles well and truly ingrossed in parchment, at his and their costs and charges of such Court as shall be kept in the said manors of T. and C. during any of the said vij. yeeres, and also at the end of euery such vij. yeeres, he the said A. his executors or assignes shall as neere as they can, deliuer, or cause to be deliuered to the said Deane, &c. in manner before rehearsed, a true terrar or boundary of all the lands and tenements, rents and seruices, being parcell or in any wise appertaining to the said manors. And the said Deane and Canons couenanten &c. that they shall deliuer, or cause to be deliuered vnto the said A. &c. at such times as they shall bee thereunto required, one or two of their most true terrars or boundaries, whereby the said A. his executors or assignes may the better come to knowledge of all the said lands, tenements, rents, and seruices appertaining to the said manors. And the said Deane and Canons, and their successors, all the said manors, &c. As in couenants of quiet enioying and saying harmelesse. And also where the said A. standeth bounden vnto the said Deane and Canons and their successors by his deed obligatory bearing date with these presents, in the summe of &c. the said Deane and Canons couenanten &c. that if the said A. his &c. doe well and truly obserue, performe, fulfill and keepe, all and singular such couenants, grants prouisoes, articles, and agreements compriſed in this Indenture, which on the part and behalfe of the said A. his executors, administrators, and assignes ought to be obserued, performed, fulfilled and kept: That then the said deed obligatory to be void and of none effect, or else to stand in his full strength and vertue. And the said Deane and Canons, etc that it shall be lawfull to the said H. his executors and assignes, to haue and to take, in, and vpon the said lands before letten, competent and sufficient firebote, carbote, plowbote, and hedgebote, to be occupyed and spent, in, and vpon the lands and tenements aforesaid, at all times during the said terme. In witnesse, &c.

A Lease for yeares in the Court of Wards.

Sect. 437. THis Indenture, &c. *vt supra* 330. and W. P. of the other party, Witnesseth, that our said Soueraigne Lady, with the aduice of the Master and Counsell of her Graces Court of Wards and Liueries, for and in consideration of the summe of etc. to the Receiuer generall of the S. said Court of Wards and Liueries, to her Highnesse vse in hand payed, is contented and pleased to grant, and by these presents doth grant, demise, and to farme let, vnto the said W. P. parcell of the lands and possessions late of G. H. deceased, in the County of T. hereafter particularly declared, viz. One tenement with the appurtenances etc. Reciting all the Lands particularly. All which premisses before recited, in R. C. and T. amount in the whole to the clære yærely value and rent of vij. li iij. s. being in the hands and possession of our said Soueraigne Lady by the minority of T. H. the Quænes Maiesties Ward, excepted, and alwayes reserued out of the said grant, all aduowsons, presentations, nominations, gifts of Churches, and spirituall promotions, woods, vnderwoods, sauing such as are before specially named, wards, marriages, Knights fées, reliefes, fines, heriots, and mines of mettall, stone and coale, rising and growing in and vpon the said lands, tenements, and other the premisses with the appurtenances, or any part thereof, during the minority of the said heire. To haue and to hold the said lands, tenements, and other the premisses with the appurtenances (except before excepted) to the said W. P. and his assignes, from the death of the said S. H. during the minority of the said heire. Yælding and paying therefore yærely during the said terme, to the Quænes feodary of the said County of C. or to his lawfull deputy for the time being, to her Highnesse vse the summe of etc. at the feasts of etc. by euen portions. And the said W. P. couenanteth, etc. for him and his assignes, by these presents, that he the said W. P. and his assignes, ouer and besides the said rent before reserued, shall also content and pay to the Receiuer generall of the S. Court of Wards and Liueries, to the vse of our Soueraigne Lady, or of her heires and successors all such summes of money, which shall hereafter be found due and payable in the said Court, for the meane rates and profits of the said lands, tenements, and other the premisses with the appurtenances, vntill such time as the said lands etc. be prosecuted and had, out of the hands and possession of our said Soueraigne Lady, or of her heires and successors, by Liuery, Ouster le maine, or otherwise, according to the order of the Law. And the said W. P. couenanteth etc. for him & his assignes, by these presents, that he the said W. P. and his assignes, during the said terme,

shall

shall at his and their owne proper costs and charges, make or cause to bee made, all manner of necessary and needfull reparations vpon the said lands, etc. when and as often as need shall require, and sufficiently repaired, at the end of the said terme shall leaue the same, and shall discharge, content, and pay yearely all rents, tithes, and other charges lawfully demanded, and going out of the said lands, tenements, and other the premisses with the appurtenances And likewise also shall from time to time, permit and suffer the said Feodary for the time being, to survey the said lands etc. as well for the knowledge of the performance of the couenants, contained in this Indenture, on the behalfe of the said W. P. and his assignes, as of all waste, incommodities, hurts, and decayes already fallen, and which may rise and grow, to the hinderance of the said heire, or to the impairement of the Quenes right and profit, and shall at all times hereafter be contented to receiue and fulfill all such further orders which the said Master and Councell shall take for the redresse of any such default found by the said survey: So as neither the Quene, nor her Highnesse said Ward, doe sustaine any losse or preiudice by their negligence, for lacke of their helpe, to whom the charge appertaineth. And the said W. P. couenanteth, etc. for him and his assignes by these presents, that if at any time hereafter by the survey of the said Master and Councell, or any other by them authorized, it be found, that the said lands, tenements, and other the premisses with the appurtenances, were of more, better, and yearely value or rent, at the time of the making hereof, than the rent before reserued doth amount vnto, or that any rent or profit whereof the Q. ought to be answered, be omitted, and not truly reserued vpon his Lease: That then the said W. P. and his assignes shall content and pay yearely during the said terme to the said Feodary for the time being, to her Highnesse vse, at the feasts before limited for the payment of the said rent, the ouerplus found by the said survey to be aboue the said rent, etc. and shall likewise content and pay the arrerages of the same ouerplus from the beginning of this Lease and Grant. And further that neither he the said W. P. nor his assignes, shall doe, or suffer to bee done any strepe, (vt sup 369.) And it is agreed on the behalfe of the Qu. by the said M. and Councell, that he the said W. P. and his assignes, during the said terme, shall haue and take vpon him the said lands, etc. by the assignement of the said M. and Councell, or any other by them authorized, sufficient housebote, firebote, and cartbote, only to be vsed and expended, in, & vpon the said lands, etc. And the said W. P. couenanteth etc. vt sup 369. And shall once in euery yeere during the said terme, bring or send to the Auditor generall of the said court of Wards & Liueries his acquitances, declaring payment of the rent before reserued, and hereafter growing

vpon this leaſe, and alſo bring the ſame leaſe, within one halfe yeere next after the date hereof, vnto the Auditor aforeſaid, to haue the ſame there inrolled, as the ſame Auditor may haue perfect knowledge and vnderſtanding how to charge and allow the ſaid rent, or other charge riſing vpon this leaſe, at all times when need ſhall require. And it is prouided on the behalfe of the D. by the ſaid M. and Counſell, that if at any time hereafter, during the ſaid terme, it fortune the ſaid rent (As in reentries and diſtreſſes) vntill her highneſſe be fully anſwered and payd, as well of the ſaid rent, and the arrerages thereof, as of the value of the detriment and damage ſuſtained by the breaking of the ſaid couenants, or of any clauſe or article before mentioned, this leaſe or any thing therein contained to the contrary. In witneſſe, &c. *vt ſupra* 330.*b*.

A Leaſe of a Brewhouſe.

Sect. 438. THis Indenture, &c. Betweene A.B. and E.D. Witneſſeth, that the ſaid A.B. hath demiſed, &c. to the ſaid E.D. all that his brewhouſe with all and ſingular the appurtenances called M. ſet, lying and being in F. in the parith of &c. together with all manner veſſels and vtenſils to the ſaid Brewhouſe belonging, or in any manner wiſe appertaining. viz. ij. horſe Mils, price &c. great leads, price &c. one maſh fat, price &c. x. barrels, price &c. together with all manner of veſſels and vtenſils contained in a certaine ſcedule hereunto annexed. To haue &c. And the ſaid E.D. couenanteth &c. that he the ſaid E. his etc. ſhall well, truly and ſufficiently maintaine, repaire and ſuſtaine the ſaid Brewhouſe, veſſels and vtenſils, etc. during the ſaid terme. Prouided allwayes, that if any of the ſaid veſſels or vtenſils ſhall need, during the terme aforeſaid, by meanes of oldneſſe to be renewed, That the ſaid A.B. his etc. ſhall of his and their proper coſts and charges, renew all and euery ſuch veſſels or vtenſils to be renewed, as oft as need ſhall require during the ſaid terme, ſo that the ſame be not broken or deſtroyed by the default or negligence of the ſaid E. or his ſeruants. In witneſſe, &c.

A Leaſe of Corne or Graine by the King.

Sect. 439. HÆc Indentura facta int̃ dominum reg. ex vna pte. & I.C. Milit' ex alter̃ pte, Teſtat' qd' idem dominus Rex per aduiſam̃t conſilii cur̃ Aug-m:ac' reuention' Coronæ ſuæ, tradidit, conceſſit, & ad firmã dimiſit præfat' I.C. omnia illa ducent' quarteria hordei, & quadragint' quarter̃ frum̃ti boni & ſuauis grani, quæ firmarius ſeu firmarii Rectoriæ de O. & H. in com̃ L. pcel poſſ. nuper Monaſter̃ de N. in com̃ Eborũ pro & nomin' redd'

ſiue

ſiue annualis firmæ eiuſdem Rector' dicto Domino Regi annuatim reddere & deliberare debent ſeu debet, Habend', gaudend', & annuat' ꝑcipiend' hordeum & frumt' ꝑd' præfat' I. C. aſſign' ſuis, à feſto S. Mar' Euang. vltimo præterito, vſq; ad finem term', & ꝑ term' xxj. annor' extunc prox' ſequen' & plenar' complendor'. Redd' inde annuat' dict' Domino regi, hæred' & ſucceſſor' ſuis xl.li.xiij.ſ. iiij.d'. legalis monet' Angl' viz. pro ꝑd' CC. quarter' hordei xxx.li. & pro ꝑd' xl. quarter frumenti x.li.xiij.ſ. iiij.d'. ad feſtum S. Marci Euang. & S. Kather' in hiem', vel infra vnum menſem poſt vtrumq; feſtum feſtorum illorum ad curiam ꝑdict', per æquales porciones ſoluend' durante termino prædicto &c. *vt ſupra.*

A Leaſe of a Warren of Conies.

THis Indenture, &c. Witneſſeth, that the ſaid W. B. hath demiſed &c. to the ſaid S. I. and T. all that warren called B heath warren in Y. in the ſaid County, bounden as followeth, viz. from a place called W. farme, vnto a certaine cloſe called Y. cloſe, &c. vnto a certaine lodge thereupon: And alſo the liberty of kæping, fæding, and killing of conies, of, and within the ſaid ground called B. as it is before in theſe preſents limited and bounden: And alſo the liberty and right which the ſaid W. now hath, or of right ought to haue, to fetch home, or kill the conies ſtraying in Y. parke and N. cloſes, or any other grounds, lying on the north ſide of the becke running from weſt fen aforeſaid, vnto a bridge called S. Mildreds bridge within the bounds of Y. and N. aforeſaid. To haue and to hold &c. Yeelding and paying &c. Prouided alway, and it is agræd betwæne the ſaid parties by theſe preſents, that the ſame S. I. and T. their executors or aſſignes, ſhall not willingly ſuffer any conies to bræd within any of the grounds where the ſaid conies ſhall fortune to ſtray as is aforeſaid, nor ſhall by themſelues, their aſſignes or ſeruants, willingly preiudice or damage any man being owner or farmer of the ſame grounds, by breaking of the fences, or digging of his or their ſoile, or by any other wayes or meanes, as little as may be. And the ſaid S. I. and T. couenant &c. as in couenants to repaire. And alſo ſhall leaue the ſaid borowes in the foreſaid ground to them demiſed, whole, tenauntable, and not mangled or decayed. And the ſaid S. I. and T. doe further couenant &c. that then the ſaid S. I. and T. their executors or aſſignes, ſhall leaue, in, and vpon the demiſed premiſſes, ten hundred of liuing conies, at the end of the ſaid terme, whereof the one halfe to be blacke, and the other halfe gray, or pay and recompence vnto the ſaid W. B. his executors or aſſignes, for euery hundred of the ſaid blacke conies that then ſhal be wanting liij s. iij.d. and for euery hundred of gray that ſhall be wan- Sect. 440.

ting rrr.s. the ſame to be viewed by foure indifferent men, whereof two to be choſen by the ſaid W. B. and other two by the ſaid S. and the ſaid W. B. to be at his choice thereof. And it is agreed betweene the ſaid parties by theſe preſents, that if the ſaid W. doe make choice to take the money that ſhall be agreed vpon, in lieu and recompence of ſo many of the ſaid conies as ſhall be wanting after that rate aforeſaid: That then the ſaid S. I. and T. their executors or aſſignes, ſhall haue day for the payment of the ſame money ſo agreed vpon, vntill the feaſt of etc. any thing before in theſe preſents mentioned or contained to the contrary in any wiſe notwithſtanding. And it is further agreed betweene the ſaid parties to theſe preſents, that the ſaid S. I. and T. their executors or aſſignes ſhall at the end of the ſaid terme leaue all the traps or falles now being, or which hereafter ſhall be made, ſet, or planted, in, and vpon the ſaid demiſed premiſſes, and euery part thereof, well and ſufficiently made and planted. In witneſſe, &c.

A Leaſe of fiſh and pondes.

Sect. 441. THis Indenture triparty indented &c. betweene Y. W. on the one party, and T. E. on the ſecond party, and Y. W. on the third party, Witneſſeth, that the ſaid Y. W. hath demiſed &c. to the ſaid T. E. and Y. W. all thoſe his three poles, pondes, and dams in P. in the County of N. whereof the one is called &c. dam, the other is called &c. and the third is called etc. and are parcell of etc. all which ſaid poles and dams the ſaid Y. W. hath of the leaſe and demiſe of our Soueraigne Lady, vnder her graces ſeale of etc. To haue and to hold the ſaid 3. poles, ponds, and dams to the ſaid T. E. his heires and aſſignes, from the feaſt of etc. next etc. with free entry, egreſſe, and regreſſe, to and from the ſaid poles, throughout the paſtures and cloſes of the ſaid Y. W. at all times reaſonable hereafter from time to time during the ſaid terme. In conſideration of which leaſe and demiſe ſo made to the ſaid T. E. and Y. W. in manner and forme aforeſaid, the ſaid T. E. and Y. W. ſeuerally couenant etc. that the ſaid Y. during the ſaid terme, if he the ſaid Y. doe ſo long liue, ſhall haue the third part of the ſaid fiſh that ſhal come, fall, riſe, and grow within the ſaid three poles, at euery ſuch time as the ſaid T. E. and Y. W. or any of them ſhall happen to let out the ſame three poles, or any of them. In witneſſe, &c.

A Leaſe for yeeres of Lands and Milles.

Sect. 442. REgina omnibus, &c. Sciatis quod nos de aduiſam̃to Cancellar̃ & vnius general' ſuperuiſor' ac atturnat' Curiæ noſtr̃ augmentation' & reuenc'

reuenc' Coronæ noſtræ, in abſentia T.M. Militis alterius general' ſuperui. ſor̄ eiuſdem curiæ pro fine xij.li. legalis, &c. ad manus Thetaur' cur' prædict' ad vſum noſtrum præ manibus ſolut', Tradidimus, conceſſ. & ad firmam dimiſimus dilecto nobis A. D. omnes illas C. acr' terr' &c. iacen' & exiſten' communibus campis de C. in com̄ noſtro E. &c. ac etiam omnia & ſingula vagan' & extrah. noſtr̄ annua prouenien' & exiſten' infra manēr de C. prædict' : Necnon paſſagium aquæ noſtræ de D. iuxt' caſtrum de G. prædict' cum omnibus & ſingulis ſuis pertin' modo vel nuper in ſeperal' tenur' ſiue occupationibus, &c. Necnon omnia illa duo molend' noſtra aquatica, ac vnum molendinum noſtrum fullonicum cum pertin' ſituat' & exiſten' infra dominium de C. prædict'. Ac omnia domos ædificia, gardin', aquas, aquar̄ curſus, gurgites, piſcar̄, piſcationes, proficua, commoditates, & hæreditament' noſtr̄ quæcunque cum pertin' dictis molend', ſiue eorum alicui quoquo modo ſpectant' & p̄tin' aut cum eiſdem molendin' ante hæc dimiſſ. locat', vſitat', ſeu occupat', exiſten' modo vel nup̄ in tenura ſiue occupatione &c. Quæ omnia & ſingula præmiſſa ſunt parcell' poſſeſſion' noſtr̄ Ducatus noſtr̄ Ebor̄. Excep̄t tamen ſemp̄ nobis hæred', & ſucceſſor̄ noſtr̄ & omnino reſeruat̄ omnibus boſc' & ſubboſc', de, in, & ſuper p̄miſſ. creſcen' & exiſten'. Habend' & tenend' p̄d' terr̄, molendin' ac cætera p̄miſſa cum p̄tinentibus (exceptis pexcep̄t) p̄f. A.D. Militi, execut̄ & aſſign' ſuis, à feſto, &c. poſt dat' p̄ſentium, vſque finem, terminum, & pro termino xxj. annor̄ extunc proxim̄ ſequen', & plenarie complend'. Reddend' annuatim nobis hæred', & ſucceſſor̄ nr̄is, de & pro p̄dict' terr̄ & cæteris p̄miſſ. in ſpecialibus tenur' ſiue occupationibus prædict' &c. vt p̄fer̄, exiſten' vj.li. ac de & pro præd' molendin' & cæteris p̄miſ. in tenur̄ dicta &c. vt p̄fert', exiſten vi.li. legalis monet' Angliæ, ad feſta &c. vel infra vnum menſem poſt vtrumque feſtum feſt̄ illor̄, ad manus Balliuor̄ vel Receptorum præmiſſorum pro tempore exiſten', & p̄ æquales portiones ſoluend' durante toto termino prædict'. Et p̄d' A. executor̄, adminiſtrat̄, & aſſign' ſui, omnia domos & ædific' præmiſſor', ac omnes illas neceſſar' reparationes præmiſſor' in omnibus, & p̄ omnia, de tempore in tempus, toties, quoties neceſſar̄ & opportun' fuerit, bene & ſufficient' ſupportabunt, ſuſtinebunt, & manutenebunt, durant' termino præd', ac tenem̄ta præd' illa & præmiſ. ſufficient' reparat' in fine termini p̄d' dimittent. Et vlterius volumus, ac per præſentes concedimus præfat' A.D. execut' & aſſign' ſuis qd' ben' licebit eis de tempore in tempus, capere, perciper', & habere competent' & ſufficient̄ houſebote, & maerem̄, ac hedgebote, firebote, plowbote, & cartbote, de, in, & ſuper p̄d' tenement' & præmiſ. creſcent̄ ibidem & non alibi, annuatim expend' & occupand' durant' termino p̄dict'. Prouiſo ſemper, quod ſi contigerit præd' ſeperales redit', aut eorum alterum aretro fore &c. quod tunc & deinceps hæc præſens dimiſ. & conceſſ. vacua ſit, ac pro nullo habeat̄:

aliquo in præſentibus in contrarium inde non obſtante, & aliquo ſtatuto, &c. In cuius rei, &c.

A Leaſe for yeeres of Charter lands as Copihold.

Sect. 443. THis Indenture, &c. Betweene I. B. and T. H. Witneſſeth, that where the ſaid I. B. is ſeiſed to him and to his heires in fee ſimple, of, and in the manor of W. in the ſaid County of N. and alſo of certaine meſſuages, etc. in W. aforeſaid. And where alſo the ſaid I. B. at the ſpeciall ſuit and deſire of diuers of his tenants of the ſaid manor, is pleaſed and contented to demiſe, &c. the ſaid purchaſed lands to his ſaid tenants, in the manner and nature of Copihold lands of the ſaid manor, as neere as may bee, to the intent, that they the ſame tenants may better maintaine their houſhoulds and family: he the ſame I. B. doth by theſe preſents demiſe, &c. vnto the ſaid T. H. one meſuage, and xl. acres of land, &c. To haue and to hold the ſaid meſuage, &c. to the ſaid T. H. his &c. vntill the end of the terme, &c. thennert following, &c. Yeelding and paying therefore, &c. And alſo, yeerely during the ſaid terme, ſeuen boone dayes: That is to ſay, two plough dayes, three harueſt dayes, one hay day, one weeding day, and in like manner and forme as the Copiholders of the ſame manor, doe, and haue vſed to doe for their boone dayes. And ouer this alſo two Hens, yeerely at the feaſt of &c. And alſo ten Egs at Eaſter yeerely during this preſent Leaſe, And alſo ſuit to the Court of the ſame manor, yeerely during the ſaid terme, as other ancient cuſtomary tenants doe for their copyholdes of the ſaid manor. And the ſaid T. H. for him, his heires and aſſignes doth couenant, &c. to content and pay vnto the ſaid I. B. his Heires, Executors, Adminiſtrators, and Aſſignes, owners and poſſeſſors of the ſaid Manor, at all times, and from time to time during this preſent Leaſe, at euery alienation, deuiſe, and exchange, hereafter to be made by the ſaid T. H. his Heires, Executors, Adminiſtrators, or Aſſignes, or any of them, of the ſaid eſtate, leaſe, or terme of yeeres, or of any parcell thereof, or of, or in the premiſſes, letten by this preſent Indenture, or any parcell of the ſame. And alſo at euery time and times that the ſaid T. H. his Executors, Adminiſtrators, or Aſſignes, ſhall dye poſſeſſed of the ſaid eſtate, leaſe, or terme of yeeres, or of any part or parcell thereof, or of, or in the ſaid premiſſes, or of any part of the ſame, and all and euery other lawfull departing by any other manner of meanes from the poſſeſſion of the ſaid premiſſes, or any part thereof, two ſhillings, &c. for euery acre, in the name of a fine, and ſo after that rate for euery part and parcell of the ſame to be alienated, exchanged, or departed lawfully withall by the ſaid T. H. his Heires, Executors,

cutors, Adminiſtrators, or Aſſignes, or any of them, at any time or times hereafter, whereof they or any of them ſhall dye poſſeſſed during the ſaid Leaſe, as is aforeſaid. Prouided alwayes, that the ſaid T. H. his Executors and Aſſignes, and euery of them, ſhall and may alien the ſame premiſſes, or any parcell thereof, from yeere to yeere only, and not otherwiſe demiſe or alien the ſame premiſſes, or any part or parcell thereof, without any fine or ſumme of money to be payed to the ſaid I. B. his Heires and Aſſignes, for any ſuch demiſe, grant, or leaſe, or alienation, from yeere to yeere only, as is laſt aforeſaid. And that alſo the ſaid T. H. his Executors, Adminiſtrators, and Aſſignes, and euery of them, ſhall at all times, and from time to time yearely during this preſent leaſe, doe ſuch ſuit to the Court of the manor, as is before remembred. And alſo doe and beare the reparations of the ſaid meſuages taken from time to time, hauing ſuch timber, as is, or ſhall be growing vpon the ſaid Premiſſes, towards the ſame. And ouer that, ſhall beare, execute, and pay all and euery thing and things for the ſaid Premiſſes, taken by theſe preſent Indentures, ratably, and in ſuch manner and forme, to all intents and purpoſes, as any of the cuſtomary tenants and copyholders of the ſame manor, doe, or ought to doe for their cuſtomary lands and tenements, parcell of the manor aforeſaid, of the like value and quantity. And the ſaid T. for himſelfe &c. couenanteth &c. that the ſaid I. B. &c. ſhall and may incloſe and keepe incloſed, ſo much of the premiſſes letten by theſe preſent Indentures, as at this time is not incloſed, and euery parcell thereof, for all the ſheepe of the ſaid I. B. his heires and aſſignes, being owner or owners of the ſaid manors, and of all and euery the farmes of the ſaid I. B. his heires or aſſignes, or any of them in W. aforeſaid, parcell or belonging, of, or to the ſaid Manor, yearely during this preſent Leaſe, in the open time of the yeere, in as ample and large manner and forme as the ſaid I. B. his heires or aſſignes, ſhould, ought, or might to haue done, if this Leaſe had neuer beene had ne made. And if it ſhall fortune that the ſaid T. H. his Executors, Adminiſtrators, and Aſſignes, or any of them at any time or times hereafter during this preſent Leaſe, willingly and aduiſedly to interrupt and diſturbe the ſaid I. B. &c. or any of them, or his or their farmors aforeſaid, or any of them, quietly to haue, vſe, take, and inioy the ſaid grounds to bee incloſed for ſheepe, in ſuch manner and forme as is before declared: That then hee the ſaid T. H. for euery ſuch diſturbance or interruption, as is aforeſaid, ſhall forfeit, and loſe to the ſaid I. B. his Heires or Aſſignes, Lords, and owners of the ſaid Manor, ſuch paine and ſummes of money, as beene hereafter expreſſed: that is to ſay, for the firſt interruption or diſturbance as is aforeſaid xij. d. for the ſecond interruption or diſturbance xviij. d. and for the third interruption

ruption iij s. and from thenceforth for euery disturbance or interruption twice double the paine and summe nert before the said interruption. And if it shall fortune the said T. P. his executors etc. at any time or times hereafter during this present lease, to make default of payment of the said yærely rent, in forme before remembred, or of the said summe of money in the name of a fine or fines, or of the said paines or forfeitures, in manner and forme before declared to be payed, or to breake any couenant or grant before remembred, which on the part of the said T. Y. his executors, administrators, or assignes, are to be performed, payd, or kept: That then it shall be lawfull vnto the said I. B. his heires and assignes, owners and possessors of the said manor, to enter into all and singular the said, &c. As in distresses, and the same to detaine and keepe, vntill the said T. &c. the said yærely rent shall well and truly content and pay vnto the said I. B. his heires or assignes. And the said fines, paines, forfeitures, and summe of money before remembred, with the arrerages of the same if any shall be, and euery parcell thereof, and also shall haue made a reasonable recompence and amends to the said I. B. his heires or assignes, of, and for the breach of any couenant or couenants before remembred, and for any damage by him or them sustained by reason of the same. And also as often as the said yærely rents and farmes, and the said fines, paines, forfeitures, or sums of money shall be vnpayed, or any of them, or any couenant or couenants aforesaid shall be broken during the said terme of three yæres. Prouided alwayes, that if T. Y. his executors, administrators, or assignes, shall doe, or willingly or negligently suffer to be done, any waste in the houses or buildings of the said messuages demised by these presents, and the selfe same waste shall be lawfuly presented at three of the most vsuall courts of the said manor to be there holden nert after the said waste done and committed, and reasonable amerciaments and paines therefore presented and set by the homage of the said manor for the time being, and at the courts of the said manor: And that if the said waste be not amended and repaired within one quarter of a yære nert insuing the said seuerall Courts before remembred, and lawfull warning thereof giuen by the bailife of the said manor for the time being to the said T. Y. his executors or assignes, at the said messuage: That then it shall bee lawfull to the said I. B. his heires and assignes, and euery of them into the said manor, etc. As in Reentries. In witnesse, &c.

A

A Leaſe of a Parſonage for yeeres.

THis Indenture made &c. Betweene T. R. and R. W. etc. Witneſ- Sect. 444.
ſeth that the ſaid R. W. etc. hath demiſed etc. to the ſaid T. R etc. all that the Church, Rectory, and Parſonage of T. aforeſaid, in the ſaid County of P. and the manſion or dwelling houſe of the ſame, with all other houſes, edifices, and buildings, orchards, gardens, glebe lands, and other meadowes, paſtures, commons, woods, coale and colemines, rents, reuerſions, ſeruices, tithes, fruits, profits, oblations, obuentions, commodities, emoluments, portions, annuities, franchiſes, caſualties, wards, marriages, reliefes, eſcheates, heriots, woods, vnderwoods, courts, perquiſites of Courts, and aduantages, with the appurtenances to the ſaid Church, Rectory, or Parſonage belonging, or therewith heretofore vſed, letted, or occupied, and accepted, and taken as part, parcell, or member thereof, or of any part thereof: And the Aduowſon of the Vicarage of T. aforeſaid, in the occupation of, etc. Except onely and reſerued vnto the ſaid R. and his aſſignes, one chamber opening into the Churchyard of T. aforeſaid, and etc. with free ingreſſe, egreſſe, and regreſſe, to and from the ſame. To haue and to hold all the ſaid Church, Rectory, or Parſonage, Manſion houſe, Cottages, Glebe lands and Tithes, and other the demiſed Premiſſes with the Appurtenances (except before excepted) vnto the ſaid R. his Executors, Adminiſtrators, or Aſſignes, from the feaſt of etc. vnto the full end and terme of three yeeres thence next inſuing fully to bee compleat and ended (if the ſaid R. ſo long doe liue) and ſo from three yeeres to three yeeres, continually during the terme of xxj. yeeres next inſuing, etc. of, etc. if the ſaid R. ſo long doe liue. Yeelding and paying, etc. And if it happen the ſaid yeerely rent of, etc. And the ſaid R. for himſelfe, etc. that he the ſaid R. his Executors, Adminiſtrators, and Aſſignes, and euery of them, at his and their owne proper coſts and charges, ſhall and will at all and euery time and times hereafter during the ſaid termes, well and ſufficiently repaire, maintaine, vphold, and keepe the Chauncell of the Pariſh Church of T. aforeſaid, and the ſaid manſion houſe, and all other houſes now being ſet or builded vpon the demiſed premiſſes, or any part thereof (except before excepted) with all manner of neceſſary reparations, within reaſonable and conuenient time after ſuch reparations or amendement of the premiſſes, or of any part thereof ſhall be needfull, and in the end of the ſaid terme ſo ſufficiently repaired and maintained to leaue the ſame. And the ſaid T. R. couenanteth, etc. that he the ſaid T. his heires, executors, adminiſtrators, and aſſignes, and euery of them,

at

at his and their onely proper costs and charges, shall and will finde and giue vnto the said R. W. and his assignes, sufficient grasse and pasture for one Gelding, Nag, or Mare, in such parts of the demeane lands of the Manor of T. aforesaid, as horses or geldings shall goe and pasture in, from the first day of May, vnto the Feast of Saint Martine the Bishop in Winter, yearely euery yeare during all the said termes. And to giue and deliuer vnto the said R. yearely during the said termes, at the mansion house of the said Parsonage, two sufficient waine loads of good Hay, and three rucks of good coales, commonly called Sea coale or Stone coale. And that he the said T. his Executors, Administrators, and Assignes, at his and their proper costs and charges, shall and will make, beare, and pay all manner of First fruits, Tenthes, Subsidies, Fiftenes, Synodes, Priories, Beneuolences, and all manner of other charges, duties, payments, fines, summes of money, ordinary and extraordinary, as well for seruing of the cure of the said Parish, as otherwise, which now be due, or at any time hereafter during the said termes shall be due or going out of the said Church, Rectory, or Parsonage, or payable for, or by reason of the same to any person or persons during the said termes, except quarter Sermons, visitations, and seruing of the Cure of the said Parish. And the said R. for &c. to, and with the said T. his Executors, Administrators, and Assignes, and euery of them, paying the rents, and performing the conditions and couenants in these presents expressed, on their parts to bee payed and performed during all the said termes, (if the said R. so long do liue) shall and may peaceably and quietly haue, hold, occupy, and inioy all the said Church, Rectory, and Parsonage, Mansion house, Cottage, Glebe lands, Tithes, and all other the demised Tenements and Premisses with the Appurtenances (except before excepted) according to the true meaning of these presents, without any lawfull let, suit, trouble, euiction or expulsion of the said R. his Executors or Administrators or any other person or persons lawfully hauing any estate or interest, of, and in the said demised Tenements and Premisses, or any part thereof, by the gift or grant of the said R. other than the said T and W. W. and their assignes, of such parcels of the said Premisses, as are vnto them, or either of them granted before the making hereof. And the said R for himselfe, his Executors, and Administrators, and euery of them, doth couenant and grant, etc. to and with the said T. etc. that hee the said R. will not at any time during the said termes, resigne, yeeld vp, or exchange the said benefice or Rectorie, or take any other benefice with cure of soules, or bee absent or vnresident from the said benefice, contrary to the forme of the Statute in that behalfe prouided, or doe, procure, cause, or suffer to bee

done

done any other act or acts, by meanes whereof he shall or may lawfully bee dismissed, discharged or depriued, of, and from the said benefice, or whereby the profits thereof shall or may be lawfully sequestred, or which may or might in any wise be preiudiciall or hurtfull to the said T. R. his executors or assignes, in the hauing and inioying of the Parsonage and premisses, or any part thereof during the said terme, contrary to the true meaning hereof. And the said T. etc. that all the said glebe lands belonging to the said Rectory shall be occupied during all the said termes so distinctly and orderly, that the same and euery part thereof, shall and may sufficiently be knowen to be the glebe lands of the said Rectories, and not to be confusedly plowed or mingled with other lands, to the disinheriting of the said R. W. and his successors Parsons there. And the said R. couenanteth and granteth by these presents, that he the said R. at all times conuenient, during the said termes shall and will diligently teach and informe, in writing, reading, and the Latine tongue, all and euery such child and children of the said T. as during the termes shall for that purpose repaire vnto him the said R. in the parish Church of T. aforesaid, or in some other place for that purpose meet and conuenient. And that he the said R. W. or his sufficient deputy or deputies, shall well and duely serue the cure of the said Church, and minister all the Sacraments and Sacramentals to the Parishioners of the same, at all times during the said terme as often as need shall require. Which said yearely rent of x. li. etc. the said T. R. couenanteth and granteth by these presents, to, and with the said R. truly to content and pay yearely vnto the said R. W. at etc. at the feasts and dayes of payment aforesaid, or within the space of xx. dayes, next and immediately insuing the same feasts and dayes of payment, for, and by all such time as the said R. W. shall continue and be Parson of the said Church of T. etc. And the said T. R. couenanteth etc. that he the same T. his executors and assignes, at their proper costs and charges during the terme, shall find an able and sufficient Priest to serue and keepe the cure of T. being a member or Chappell of the said Parsonage to find and say Diuine seruice daily, and there to minister diuine Sacraments and Sacramentals to the Parishioners there inhabiting during the terme aforesaid. And also it is agreed betweene the said parties etc. that the same T. R. nor his executors ne assignes, shall not sell, giue, ne grant during the said terme, any part of the woods belonging to the said Parsonage, ne cut downe any part thereof, but only for the necessary housebote, hedgebote, plowbote, & firebote, to be spent only in, vpon and about the premisses. In witnesse whereof, &c.

A prouise for a lease of a Parsonage.

Sect. 445. Prouided neuertheleſſe, and it is agréed, concluded, and granted betwéene the ſaid parties, and the ſaid I. H. for him, his executors, administrators and aſſignes, and euery of them doth couenant, promiſe, and grant, to and with the ſaid R. S. his executors and aſſignes by theſe preſents, that it ſhall be lawfull, to, and for the ſaid R. at any time during the ſaid terme, to reſigne the ſaid Rectory or Parſonage of B. and other the premiſſes, at his frée will, liberty and pleaſure, without breach of any couenant in theſe preſent Indentures contained: any couenant, grant, article, promiſe, clauſe, or ſentence in the ſame mentioned to the contrary thereof in any wiſe notwithſtanding. In witneſſe, &c.

A Couenant that the Leaſſor may enter and fallow.

Sect. 446. Prouided alſo, and neuertheleſſe it is couenanted, granted, concluded, and fully agréed, by and betwéene the ſaid parties to theſe preſents. And the ſaid R. I. for himſelfe, his executors and aſſignes, and euery of them doth couenant, grant, promiſe and agrée, to, and with the ſaid W. W. his heires and aſſignes, and euery of them by theſe preſents, that it ſhall and may be lawfull, to and for the ſaid W. W. his heires and aſſignes, and euery or any of them, at all and euery time and times conuenient, within the laſt yéere of the ſaid terme of iij. yéeres, to enter into and haue ſo much of the demiſed tenements and premiſſes with the appurtenances, as in the ſame yéere ſhall be méet to be fallowed, and to eare, plow, and fallow the ſame, and euery or any part thereof, according to the vſage and cuſtome of the Country there in that behalfe, without any let, interruption, or diſturbance of the ſaid R. I. his executors and aſſignes, or of any other perſon or perſons by his or their, or any of their meanes, aſſent or procurement.

A Leaſe for yeeres by the Patron or Parſon, confirmed by the Biſhop, Deane, and Chapter.

Sect. 447. THis Indenture made etc. Betweene T. E. of T. in the County of Y. Eſquire, Patron of one eſtate of inheritance of the Rectory or Parſonage and pariſh Church in B. in the County of A. And W. S. Clerke, Parſon of the ſame Rectory or Parſonage and pariſh Church aforeſaid of the one party, And T. B. and R. B. of the other party, Witneſſeth, that the ſaid Patron and Parſon for etc. haue demiſed, granted, etc. to the ſaid P. B. and R. B. etc. the Rectory or Parſonage and pariſh Church of B. aforeſaid, and all the glebe lands. vt ſupra in the Leaſe of a Parſonage. To haue and to hold the ſaid Rectory etc. to the ſaid T. B. and R.

B.

B. their executors &c. Yeelding and paying therefore yeerely to the said Parson and his successors &c. And if it fortune the said W. S. Clerke, or any of his successors Parsons there, to be disposed hereafter to keepe hospitality, in and vpon the mansion house of the said parsonage: Then the said T. and R. B. for them, their executors and assignes doe covenant and grant, to, and with the said W. S. Clerke, his successors and assignes by these presents, that vpon two moneths warning thereof to be giuen to the said T. B. and R. B. their executors and assignes, it shall be lawfull to the said Parson and his successors, to haue and occupy the Hall and Buttery, and the Kitchin, with other houses of office expedient and necessary for his and their hospitality, and stable roome for two geldings, parcell of the premisses, with free entry, ingresse and regresse, into and from the same, during and by all the time of his and their hospitality keeping there only and no longer: any thing herein expressed to the contrary notwithstanding. In witnesse &c.

The Bishops confirmation of the last Lease.

Et nos R. permissione diuina C. & L. Eps dioces. & Ordinarius Ecclesiæ parochialis de B. præd', ac Rectorie eiusdem nr̃æ C. & I. Dioces. visus & diligent' inspect' omnibus & singulis actis, factis gestis, concessis, conuentionibus, & confirmationibus, articulis, cereriſque præmiss. supra specificat', habitaque primitus per nos in hac p̃te matura & diligenti examinatione, qui cõperimus eadem omnia & singula ex iustis & rationalibus causis fuisse & esse fact' patrat' & concessa supranominatis T. B. & R. B. generos. ac assign' suis ad termin' suprascriptum. Eadem omnia & singula, prout melius aut efficacius poterimus siue valemus, authoritate nostr̃ Ordinar̃ & Pontifical', ad omne nostr̃ offic' q̃ exinde sequi poterit, aut quoquomodo licet seu debeat, pro nobis & successor̃ nostris quantum in nobis est, scienter & expresse ratificamus, approbamus & confirmamus per præsentes. In quorum omnium & singulorum fidem & testimonium, ac in maiorem eorundem corroborationem, sigil' nostrum præsentibus apposuimus. Dat' apud E. xxv. die mensis M. An' Do. 1592. Et regni illustrissimæ in Christo principis, & dominæ nostræ Dominæ Elizab. Dei gratia &c. Reg. fidei defensor̃, ac in t̃ra Ecclesiæ Anglicanæ & Hiberniæ supremi capitis 24. Ac nostræ transl. primo.

The Deanes and Chapters confirmation thereof.

Et nos H. W. Decanus Eccles. Cathed' Lich. & Capitul' eiusdem visis & diligenter examinat' & inspect' literis indentat' præsentibus iam annex. vna cum confirmatione domini Episcop̃ C. & Lich. super eisdem habitaque

taque ſuper eiſdem deliberatione prouida atque matura. Quia in hac pte conſiderand' inuenimus conceſſionem & ad firmam dimiſſionem Rectõr in dictis literis ſpecific' rite atq; prouide fore fact' idcirco ea omnia & ſingula in eiſdem contenta (quantum ad nos attinet) acceptamus, approbamus,& ratificamus,eademq; tenore præſentium authoritate noſtra Capitulari &c. xxiij. die menſis O. Anno Dom 1592. *vt proximo ſupra.*

A Leaſe of lands by Executors.

Sect.448. THis Indenture made etc. Betweene Y. P. & T. W. of the etc. and H. Y. and R. Y of etc. executors of the laſt will and teſtament of R. B. Knight deceaſed late Lord chiefe Juſtice of the common place of the other party, Witneſſeth, that where the ſum of 300. pound of etc. being parcell of the late goods and cattels of the ſaid R. B. Knight deceaſed is for better ſurety and aduancement of certaine of the children of the ſaid R. and for certaine cauſes and conſiderations hereafter expreſſed, deliuered to the hands of the ſaid T. W. by order taken in the high Court of Chancery, by the right Ho Sir N. B. Kn. L. Keeper of the great ſeale of England and by the aſſent of the ſaid executors, vpon the hearing of the matter in controuerſie betweene A. H. and Dame D. B. his wife, late the wife of R. B. of the one party, and the ſaid executors on the other party. And where alſo the ſaid Y. P by his deed indented, bearing date etc. hath demiſed, granted and to farme letten vnto one G. T. all that the manor of R. with the members and appurtenances, ſet, lying and being in etc. and all his meſuages, houſes, buildings, lands, tenements, rents, reuerſions, ſeruices, and hereditaments whatſoeuer with the appurtenances, ſcituate, lying & being within the parish of S. or elſewhere in the County of H. to haue, hold, occupy and inioy, all the ſaid manors etc. to the ſaid G. T. from the day of the date etc. vntill the end and terme of xx. yeares, then next and immediatly. Yeelding and paying therefore yearely etc. Expreſſing the ſum, limiting the place and time of payment. by force whereof the ſaid G. T. in the ſaid etc. before demiſed hath entred, and is thereof poſſeſſed accordingly. Now the ſaid Y. P. and T. W. in performance of the ſaid order and conſideration of the ſaid ſum of etc. to him the ſaid T. W. payed by the ſaid executors, before thinſealing hereof as is aforeſaid, which ſaid ſum etc aſwell the ſaid Y. P. as the ſaid T. W. acknowledged to be receiued of the ſaid executors and thereof and of euery part and parcell thereof doe acquite, diſcharge, and releaſe the ſaid executors and euery of them, their etc. and aſſignes by theſe preſents, haue giuen, granted, bargained, and ſold, and by theſe preſents for them and their heires, do clearely giue, grant, and ſell to the ſaid H. Y. and R. H. and to their heires and aſſignes, all the reuerſion, remainder, right,

vſe,

vſe, and intereſt of the ſaid manor of S. and other the premiſſes. And of all lands, tenements, meadowes, paſtures, woods, vnderwoods, rents, reuerſions, ſeruices, aduowſons, and hereditaments whatſoeuer of the ſaid Y. P. within the ſaid Pariſh of S. and all the eſtate, title, vſe, and intereſt of them the ſaid Y. and T. and each of them, of, and in all and ſingular the ſaid manors, lands, rents, and all other the premiſſes with the appurtenances: And all the euidences, deeds, writings, and muniments concerning the premiſſes, or any part or parcell thereof. To haue and to hold all the ſaid, &c. (*vt ſupra.*) and all their euidences, deeds, writings, and muniments concerning the ſame, to the ſaid Y. Y. and R. Y. and to their heires and aſſignes for euermore, to the proper vſe and behoſe of the ſame Y. and R. their heires and aſſignes for euer. In witneſſe &c.

A Leaſe for yeeres, whereupon an Eiectione firmæ *may be brought, which muſt be deliuered vpon the lands leaſed, and commence at ſome day before the date thereof, which ſome thinke to be without the compaſſe of the Statute of buying of Titles.*

THis Indenture, &c. Betweene G. S. on the one party, and P. T. of the other party, Witneſſeth, that the ſaid G. S. hath demiſed &c. and by theſe preſents doth demiſe &c. vnto the ſaid P. T. &c. To haue and to hold &c. vnto the ſaid T. P. his executors &c. from the feaſt of &c. laſt before the date hereof, vntill the full end and terme of &c. fully to bee compleat and ended. And it is the true intent and meaning of theſe preſent Indentures, and of all the ſaid parties to the ſame, that neither the ſaid T. P. or his executors &c. ſhall take any benefit or profit of the ſaid tenement and premiſſes, or any part thereof to his owne vſe, by reaſon or vertue of this preſent grant or demiſe, but only that he ſhall therein haue an eſtate, as is aforeſaid, and be there vſed as leſſee, or meanes to the only intent that the eſtate, right, title, poſſeſſion, and intereſt of the ſaid G. S. of, in, and to the ſaid tenements and premiſſes may be lawfully tried and recouered with conuenient expedition by writ or writs of Eiectione firmæ or otherwiſe, at the only coſts and charges of the ſaid G. S. his heires, executors, and aſſignes. And therefore it is by theſe preſents couenanted &c. by and betweene the ſaid parties, and either of them for himſelfe, his heires, &c. doth couenant, grant, and agree, to and with the other, his heires, executors, adminiſtrators, and aſſignes, and euery of them by theſe preſents, in manner and forme following: that is to ſay, that if, and when it ſhall happen the ſaid P. T. his &c. to recouer and obtaine the poſſeſſion of the ſaid demiſed tenements, and premiſſes, or of any part thereof, by reaſon or pretence of this preſent demiſe, in any Sect. 449.

action or ſuit thereupon to be commenced in the name of the ſaid P. T. his executors, adminiſtrators, or aſſignes, or any of them, that within xx. dayes after that the ſaid P. T. or any of his executors, adminiſtrators, or aſſignes, ſhall be lawfully and actually poſſeſſed of the ſaid tenements, and premiſſes, or of any part thereof, by force and vertue of any ſuch recouery, or of any writ of Habere facias poſſeſſ. or other ſuch execution to be ſued out vpon ſuch recouery, this preſent grant and demiſe ſhall ceaſe and be vtterly fruſtrate, void, and of none effect, to all intents and purpoſes. Prouided alſo alwayes, and vpon further condition following, viz. That if the aboue named G. his heires etc. doe at any time hereafter pay or tender, or cauſe to be payd or tendered vnto the ſaid P. his etc. xij. pence of etc. or in etc. for the ſaid tenements and demiſed premiſſes, that then alſo, and thenceforth, and at all and euery time and times it ſhall and may be lawfull, to and for the ſaid G. S. his heires, etc. and euery or any of them into all the ſaid demiſed tenements and premiſſes, with the appurtenances, and euery part thereof, to reenter, and the ſame to haue againe and repoſſeſſe, as in his former eſtate and right and the ſaid T. P. his executors etc. and euery of them thereout vtterly to expell and amoue, as if this preſent grant or demiſe had neuer bene had ne made: any thing therein contained to the contrary thereof in any wiſe notwithſtanding. In witneſſe, &c.

Couenants and Conditions which may be vſed in Leaſes.

Sect. 442. AND it is agreed, etc. that if it ſhall happen the ſaid houſes and buildings to the ſaid ſcite of the ſaid manor belonging, or any of them at any time hereafter during the ſaid terme of, etc. to bee waſted, deſtroyed, or otherwiſe decayed by the Kings forrein enemies, that then for all ſuch reparations and decayes of the ſame, the ſaid R. L. to bee clerely acquited, etc. any couenant herein aboue rehearſed to the contrary, etc. And the ſaid R. couenanteth, that hee the ſaid R. ſhall inhabit, abide, and dwell, in and vpon the aforeſaid manors, lands, tenements, etc. or cauſe an able perſon to inhabit and dwell, in, and vpon the ſaid demiſed manor, tenements, and premiſſes, and to occupy and manure the ſame during the ſaid terme of xxi. yeeres, etc. And alſo that neither the ſaid R. L. nor etc. ſhall at any time during the ſaid terme, doe make, or cauſe to be made any waſte, or ſpoyle, in, or vpon the premiſſes, or any part thereof. And alſo, that they the ſaid R. L. etc. and euery of them, and their executors, etc. ſhall permit and ſuffer the ſaid A. etc. his heires and aſſignes, to keepe all and euery their Courts of the ſaid Manor, at and in ſuch places of the ſaid Manor, as they haue heretofore vſed to haue

bene

bene kept, and to, and for all and euery the suters of the said Manor, and euery other person and persons that shall haue cause or occasion to come or resort vnto the said Courts and euery or any of them freely to come or goe, to, and from the same, without any let, disturbance, veration, or interruption of the said R. L. etc. his executors, etc. and euery or any of them, during, etc. And the said A. etc. doth couenant, etc. that he the said R. L. etc. shall and may lawfully at all times hereafter, when, and as often as need shall require, during the continuance of this present Lease, cleanse and rid any part or parcell of the said demised tenements and premisses, of, and from all manner of brambles, briers, bushes, and thornes, and other shrubes, for the amending and bettering of the same tenements and demised premisses, or any part thereof. And that he the said R. L. his etc. shall at all times hereafter during the continuance of, etc. preserue and keepe harmeleſſe from damage or hurt of cattell, or other negligent spoile, all the woods and vnderwoods, growing in or vpon etc. or any part or parcell thereof, etc. And that no manner of cattell at any time or times of the yeere, sauing only betweene the first day of November, and the first day of Aprill, etc. And that none other cattell or beasts, but calues and horses only shall be put or suffered to be in the same woods and vnderwoods, or any of them, etc. Prouided alwayes, and vpon condition following, viz. That if the said A. his Executors, etc. within one whole yeere before the end and expiration of any of the said seuerall termes of three yeeres, shall giue, or cause to bee giuen to the said R. his Executors, Administrators, or Assignes, or any of them, sufficient notice or warning to depart from the said, etc. at the end of the said terme of three yeeres, wherein the said notice or warning shall happen to be giuen. And also, at, or before the end and expiration of the said three yeeres, wherein the said notice or warning shall so fortune to be giuen, shall well and truly pay, or cause to be contented and payed vnto the said R. his Executors, Administrators, or Assignes, for euery yeere of the said terme of xxi. yeeres, which at the time of his or their departure from the premisses, shall bee to come and vnexpired, xx. shillings of good and lawfull money of England, at, or in, etc. that then this present Indenture of demise, and all Grants and Couenants therein contained, made on the part of the said A. to cease, and bee vtterly frustrate, void, and of none effect. And that then and thenceforth it shall and may bee lawfull, to and for the said G. T. his Executors and Administrators, and euery of them, into all and singular the said, etc. to receiue, and the same to haue againe and repossesse as in his, etc. And that hee the said R. his Executors nor Administrators, nor any of them, shall not, nor will not at any time during the said terme, assigne, let, set, or grant

the said messuage, &c. or any part thereof, or the occupation thereof, or of any part thereof to any person or persons that shall inhabite, dwell, lodge, or lye therein, without the consent and licence of the said A. his heires and assignes, first had and obtained in writing vnder his or their hands and seales. And that he the said R. his executors or administrators, before the feast of S. Mich. the Archangell next insuing the date hereof, shall and will remoue and put away all such vndertenants as now be, and dwell in any part of the said demised tenements and premisses. Prouided alwayes, and vpon condition following: that is to say, that if the said R. his executors and administrators, and euery of them, doe not well and truly, during the said terme, pay or cause to bee payd vnto the said A. his heires, deputies, or assignes, the said yearely rent of xxiiij. shillings and foure pence, at the feast and times abouesaid, and well and truly obserue, fulfill, and keepe all the couenants in these presents contained, according vnto the true meaning hereof: That then it shall and may be lawfull, to and for the said A. his heires and assignes, and euery of them into the said demised tenement and premisses, &c. to reenter &c. He the said A. doth couenant, &c. vpon reasonable request at all times needfull, to assigne and deliuer, or cause to be assigned and deliuered to the said R. his executors and assignes, within foureteene miles of the said mansion house of the said manor of H. sufficient timber trees for the repairing of the said messuage and tenement. And that the said R. shall haue and inioy from time to time at all times hereafter, during the said terme, to him and his executors, administrators and assignes, in and vpon the Downes, Commons, Waستes, Heathes, and Sheepepastures, belonging to the manor of T. in the said County, sufficient gate, running, pasture, course, and feeding of a hundred sheepe, without any let or interruption of the said A. his heires, executors, and assignes, farmers and occupiers of the said manor and premisses, or of any other person or persons, by his or their consent, meanes, or procurement, with free liberty, ingresse, egresse, and regresse into, in, and from the same grounds, with all the said sheepe, at all and euery time and times conuenient: For which pasture to be had in forme aforesaid, the said R. couenanteth, &c. by these presents, to content and pay vnto the said A. his executors, &c. yearely at the feast of S. Mich. during the said terme for the pasture of euery sheepe to be so pastured as aforesaid, foure pence, &c. And that if the said R. his heires, &c. and euery of them, shall not quietly and peaceably, haue, hold, occupy, and inioy the said tenements and premisses with the appurtenances, during the said terme of one and twenty yeares, according to the true meaning of these presents: That then within forty dayes after the said A. his executors or assignes, shall be lawfully ejected,

ted, euicted, or erpulſed from the ſaid demiſed teneſments and premiſſes, or any part thereof, he the ſaid I. P. his heires, executors, adminiſtrators, or aſſignes, or ſome of them, ſhall and will well and truly pay and allow, or cauſe to be payed and allowed vnto the ſaid R. his executors, adminiſtrators, or aſſignes, or ſome of them for euery whole yeare of the ſaid terme of one and twenty yeares, which ſhall be to erpire or erpend at the time of ſuch eiectment, euiction or erpulſion out of the premiſſes, or any part thereof twenty ſhillings of lawfull Engliſh money, in the ſaid manſion houſe of the premiſſes, and ſo much money as he may then haue for ſo many of the yeares of the ſaid terme, as at the ſame time of ſuch euiction ſhall be vnſpent, as the ſame ſhall be deemed to be worth by two indifferent men, which ſhall be choſen by him the ſaid R. and A. his executors, adminiſtrators or aſſignes, hauing reſpect vnto ſuch profit as the ſaid R. might haue by reaſon of the ſaid leaſe. And the ſaid G. P. doth couenant &c. that neither he the ſaid G. P. his executors, adminiſtrators, nor aſſignes, nor any of them, ſhall not, nor will at any time during the ſaid terme of one and twenty yeares, plow, cauſe, nor ſuffer to be plowed the ſaid cloſe called T. or any part thereof, without the conſent of the ſaid I. B. his heires or aſſignes firſt had and obtained in writing. And that he the ſaid G. P. his executors, adminiſtrators, and aſſignes, and euery of them, ſhall and will during the ſaid terme, keepe, vphold, and maintaine all houſes, hedges, and fences, in, and about the ſaid teneements and premiſſes, and in the end of the ſame terme to leaue the ſame tenantable at the ſight of two reaſonable men, to be choſen by the ſaid parties indifferently to view and order the ſame. And that the ſaid R. his executors, adminiſtrators, and aſſignes, ſhall, and will yerely during the ſaid terme, pay, or cauſe to be payd all ſuch money as ſhall be due for the winter paſture and inlayes due, or vſed to be payed for the ſaid cloſe with the appurtenances called T. and thereof acquit or ſaue harmeleſſe, or diſcharge the ſaid A. his heires, executors, adminiſtrators, and aſſignes, and euery of them. And the ſaid A. etc. doth couenant, etc. that it ſhall and may from thenceforth for euer be lawfull, to and for the ſaid R. his executors and aſſignes of the ſaid premiſſes at all times hereafter, and from time to time, to haue, and take the commodities and vſe of the water, at and in a certaine pond in T. aforeſaid, commonly called T. pond, as well for the watering of his and their cattell and beaſts thither to bee brought, driuen, or lead, which at any time hereafter ſhall bee kept, remaine, or bee, in or vpon the ſaid teneements and premiſſes, as alſo to fetch, take, and carry the ſaid water, at and from the pond aforeſaid, to be vſed or occupied in any place vpon or about the ſaid demiſed teneements and premiſſes by any tenant or tenants thereof, and alſo to

haue conuenient way and frée paſſage from the manſion houſe of the ſaid tenement, to and from the ſaid pond, for the ſaid R. his executors and aſſignes, to fetch, lead, and driue all and all manner of cattell vnto the ſaid pond, and to fetch and carry the ſaid water to be occupied as is aboueſaid, without any lawfull let, &c. And further the ſaid R. L. for him &c. That if hereafter it ſhall happen the ſaid A. his heires, or aſſignes, or any of them to incloſe any parcell of the premiſſes before by theſe preſents demiſed to the ſaid R. L. or any other lands or grounds in B. aforeſaid, in or vpon which grounds the tenants of B. aforeſaid, heretofore hath cuſtomably vſed to haue common of paſture, that then the ſaid R. L. his executors or aſſignes ſhall not by vertue of theſe preſents from thenceforth pretend or claime any title to the ſaid ground ſo to be incloſed, as is aforeſaid. But ſhall permit and ſuffer the ſaid A. his heires or aſſignes the ſame to incloſe, and being incloſed, the ſame to occupy, to his or their owne vſe without let or interruption of the ſaid R. L. his executors, &c. during his ſaid terme: So that the ſaid grounds by the ſaid A. hereafter to be incloſed, ſhall not exceed the quantity or number of C. acres, and ſo that the ſaid A. his heires or aſſignes before ſuch incloſure doe aſſigne, appoint, allow and aſſure vnto the ſaid R. L. his executors, adminiſtrators, and aſſignes and euery of them, for and in recompence of ſuch grounds ſo to bee incloſed, as much and as good other lands and grounds within the pariſh and fields of B. aforeſaid, whereunto and from the which the ſaid R. L. his executors, adminiſtrators, and aſſignes, ſhall and may haue as frée and good comming and going as he now hath to and from ſuch of the premiſſes before by theſe preſents to him demiſed, as ſo ſhall bée hereafter incloſed, the ſame other lands to be aſſured to the ſaid R. L. his executors, adminiſtrators, and aſſignes in like manner and forme, and vnder like condition and couenants as hée or they ſhould haue had or inioyed the lands or grounds ſo to be incloſed, if no ſuch incloſure were hereafter had or made, any article, &c. And moreouer the ſaid A. for himſelfe &c. that if in caſe the ſaid A. deceaſe before the expiration of the ſaid terme of, &c. or if the ſaid A. at any time hereafter alien, giue, or grant ouer his whole intereſt and terme which he hath then or ſhall haue, of and in the premiſſes by vertue of this preſent Indenture, that then the executors or aſſignes of the ſaid A. ſhal haue, occupy or inioy the ſame yéarely from thenceforth during ſo many of the ſaid yéares as ſhall be to come of the ſaid terme of, etc. and ſhall yéarely pay and deliuer, or cauſe to be deliuered vnto the ſaid R. L. or his aſſignes at &c. rij. gallons of wine ſacke, good and perfect, or elſe x. s of &c. at the feaſts of &c. ouer and aboue the ſaid yéarely rent of &c.

A Lease for a yeere, and so from yeere to yeere during the willes of the lessor and lessee.

THis Indenture, &c. Witnesseth, that the said A. B. hath demised, &c. to the said C. D. To haue and to hold the said mesuage &c. to the said C. D. and his assignes for the terme of one whole yere next insuing the date hereof, and so from yere to yere at the will and pleasure of the said A. B. and C. D. Yeelding to the said A. B. his heires and assignes yerely euery yere, that the said C. D. or his assignes shall haue and occupy the said mesuage and premisses by vertue of this present demise, x. s. of &c. at the feast, &c. Sect. 451.

Here may be added a clause of distresse *nomine pœnæ*, or reentrie for the rent, and such couenants as are in other leases, according to the quality of the estate.

A Lease at the will of the Lessor.

THis Indenture, &c. Witnesseth, that the said A. B. hath demised, &c. one mesuage, &c. To haue, and to hold the said mesuage with the appurtenances to the said C. D. from the date hereof, so long as it shall please the said A. C. In witnesse &c. Sect. 452.

It is needfull to haue couenants that the lessee shall make reparations, and neither doe nor permit any waste, because he is not therewith charged by Law, but for voluntary waste. Littleton sect. 71. & 83.

Assignements.

An Assignement of a Lease for yeeres.

THis Indenture, &c. Betweene C. D. &c. and E. F. &c. Witnesseth, that whereas A. B. by his deed Indented sufficient in the Law had demised, granted, and to ferme letten vnto the said C. D. one mesuage, &c. (reciting the lands in the first lease.) To haue and to hold to the said C. D. and his Assignes, from the feast of, &c. vntill the end of xxj. yeres then next insuing, as thereby appeareth, reseruing thereby the yerely rent of, &c. and with diuers couenants and agreements in the same Indenture contained: That now the said C. D. for &c. hath giuen, granted, assigned, and set ouer to the said E. F. his executors, administrators, and assignes to the said mesuage, &c. and all his estate, right, title, interest, terme of yeres, and demands, of, and in the same, & euery part thereof, together with the said deed indented. To haue and to hold Sect. 453.

the said mesuage, tenements, and premisses, and euery part thereof with the appurtenances to the said E. F. etc. during all the residue of the said terme, etc.

It is requisite herein to haue Couenants of the assignors part to saue harmelesse of former rents, grants, and charges, for the deliuerie of former deeds: That he is owner, in possession, and hath power to grant, and that the assignee may quietly inioy, &c. And to make further assurance, &c. And on the assignees part to pay the former rents, and performe the former couenants, &c. The like grants, may be of Rents charge, Common, and other things which lye in grants, *Mutatis mutandis*.

An Assignement of a terme during Minoritie.

Sect. 454. THis Indenture, &c. Betweene W. P. of the one partie, and I. F. of the other party, Witnesseth, that where our said Soueraigne Lady the Q. by her Indenture, vnder the Seale of her Court of Wards and Liueries, bearing date the 1. day of etc. last past, hath demised, granted, and to ferme let, vnto the said W. P. one tenement with the appurtenances, in the tenure of I. P. of the yærely value of etc. by yære, etc. lying and being in T. in the County aforesaid, parcell of the inheritance of T. H. her M. ward, sonne and neir heire of G. H. deceased. To haue, &c. the same premisses, to the said W. P. and his assignes during the minority of the said T. H. yælding and paying therefore yærely to her highnesse the summe of etc. as by the same more plainly appeareth amongst other things. And after the 1. day of etc. last past, the said W. P. obteined and had the licence of the said Master and Counsell of the said Court of Wards and Liueries, to grant, bargaine, and sell his whole interest, right, and title, of, and in the premisses, and euery parcell thereof, during the minority of the said heire, vnto the said I. F. and his assignes, as by the indorcement of the said lease more at large appeareth. The said W. P. for, and in consideration of a certaine summe of money, to him the said W. P. before hand payed, by the said I. F. whereof, etc. hath bargained, sold, giuen, granted, assigned and set ouer, and by these presents doth giue, grant, assigne, and set ouer vnto the said I. F. his executors or assignes, all that his right, title, interest, and terme of yæres, of and in the said premisses with the appurtenances, together with the said Indenture, had or made vnder the seale of the said Court of Wards and Liueries. To haue and to hold the said premisses with the appurtenances, and the said Indenture, to the said I. F. his executors and assignes, during the minority of the said T. H. The said I. F. his executors or assignes paying the yærely rent of etc. aforesaid, in the said lease reserued, and performing,

forming, fulfilling, and obseruing, all other couenants, and articles, contained and expressed in the same Indentures. And the said W. P. for him, his, &c. couenanteth and granteth, to and with the said I. F. his executors, administrators, and assignes, that he the said I. F. his &c. and euery of them, shall quietly haue, occupy, and inioy the said parcels of lands, and other the premisses, with the appurtenances before expressed, during the minority of the said heire. And that the same premisses, and euery parcell thereof, at the time of the making of this present grant, is and shall continue during the minority of the said heire, discharged, &c. vt sup 67.

An Assignement of a Ward.

THis Indenture, &c. (reciting the former Indenture till the first couenant) the custody of etc. as by the same Deed indented among other couenants and agreements more at large appeareth. Now the said W. G. for diuers considerations him moving, hath granted, etc. (vt supra,) vnto the said I. D. as well the said custody, (vt supra 369. verbat) belonging, or appertaining, together with all his right, title, and interest, which he the said W. G. hath by vertue of the agreement from our said Soueraigne Lady the Q. To haue and to hold the same vnto the said I. D. his executors and assignes, in as large and ample manner and forme, as the said W. G. hath the same by force and vertue of the said grant: And whereas the said W. G. together with one I. D. by their deed obligatory, etc. stand ioyntly bound vnto our said Soueraigne Lady, etc. with condition thereupon indorsed, &c. that the said G. shall well and truly vt infra the said I. D. doth couenant, etc. that he the said I. D. his heires, &c. shall and will at all and euery time and times, and from time to time hereafter well and truly keep, defend and otherwise saue harmelesse the said W. G. his etc. of and from the forfeit and forf. of the said obligation, and of, and from arrests, imprisonments, suits, penalties, damages, or other forfeitures and troubles whatsoeuer, which shall or may hereafter be had, made, done or suffered, in any manner of wise, by our said Soueraigne Lady the Q. by reason of the said bond, or by any other person or persons in her Maiest. right, or by any reason or meanes, of any couenant, condition, article, or other clause contained and specified in the said Indenture made, etc. And finally the said I. D. couenanteth, etc. that he the said I. D. his etc shall and will at all time and times, and from time to time hereafter, well and truly performe, fulfill and accomplish all and singular the couenants, articles, conditions and agreements contained and specified in the said Indenture made betweene our said Soueraigne Lady the Q. and the said W. G. according to the intent and true meaning of the same. In witnesse, &c. Sect. 455.

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An Assignement of Statutes.

Sect.456. THis Indenture,&c. betwæne H. F. of the one party and E. D. of the other party, Witnesseth, that whereas E. M. and A. L. by one statute staple of Recognisance prouided for recouery of debts taken, recognised and sealed before T. W. Knight chiefe J. of Eng. bearing date, &c. are and stand bound vnto the said H. F. in &c. to be payed at a certaine day now past in the said statute or Recognisance specified (as by the same more at large doth and may appeare.) And whereas also one D. H. of N. and the said E. M are and stand bound vnto the said H. F. in the sum of, &c. by statute of the staple or recognisances prouided for the recouery of debts taken, recognised and sealed before the said T. W. Kn. chiefe J. of Eng. bearing date the firt day of &c. in the yeare of &c. as by the said statute or recognisance doth also more at large appeare. And whereas the said H. F. is indebted vnto the said E. &c. And to the end the said E. F. his executors and administrators, may be the more assured thereof, the said H. F. hath at this time deliuered the said two statutes or recognis. vnto the said E. and also for him &c. that the said H. F. his &c. and euery of them shall and will at all times hereafter, and from time to time at and vpon the costs and charges in the Law of the said E. her executors, administrators and assignes, iustifie, performe, maintaine, anow, and to allow all such actions, plaints, acts, things, demises, processe, iudgements and executions as the said E. or her executors hath or may haue, or her or their learned Counsell in the Law, Attorney or Factor, shall in the name of the said H. F. his Executors or Administrators deuise, vse, bring, commence, attempt, affirme, or sue vpon or by reason of the said Statutes or Recognisances, or either of them, or for, or vpon the sums of money in the same contained, or any part thereof, or for the getting or recouering of the same. So that the said H. F. his executors or administrators, shall not at any time hereafter become nonsuit in any of the said actions, suits, or plaints, or by any meanes willingly discontinue, miscontinue, or withdraw the same, and that he hath not had, nor receiued the summes of money, nor any part nor parcell thereof, and also that he the said H. F. his executors or administrators neither heretofore hath done, vsed, committed, made nor assented vnto, nor hereafter without the speciall licence in writing of the said E. her executors or administrators shall doe, vse, commit, worke, make, and procure, suffer, knowledge or assent vnto any release, acquitance, discharge, grant, couenant, act, thing, deuise, or practise to extinguish, barre, release, determine, forfeit, suspend or auoid the said statutes or Recognisances, or either of them, or

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the ſummes of money therein contained, or any part or parcell thereof, or any action or actions, ſuits, plaints, proceſſe, iudgements, or executions, which may, might, could or ought to haue bene had, vſed, or purſued for, vpon, or by reaſon of the Statutes or Recogniſances, or either of them, or for, or vpon any the ſummes therein contained, or any part or parcell thereof. And further, that the ſaid E. her executors or adminiſtrators ſhall and may haue, vſe, take, perceiue and inioy to her and their vſe without any accompt to be had or demanded againſt her or them in that behalfe, all and ſingular ſuch benefits, profits, commodities and aduantages, of, for and vpon the ſaid Statutes or Recogniſances, and ſummes therein contained, as the ſaid H. F. his executors and adminiſtrators heretofore could or might, and hereafter can, or may, haue, take or enioy, of, for and vpon the ſame by any manner of wayes or meanes, whatſoeuer. And furthermore that the ſaid H. F. his executors and adminiſtrators, in caſe the ſaid ſums of money, or any of them bee lawfully tendred or payd vnto the ſaid H. F. his executors or adminiſtrators ſhall and will at all times hereafter vpon requeſt reaſonable to him or to them to be made, deliuer, and pay the ſame ouer to the ſaid E. his executors or adminiſtrators, to her or their owne proper vſe. And alſo that the ſaid H. F. his executors and adminiſtrators, in caſe any goods, cattels, lands, tenements, or hereditaments ſhall be priſed or extended vpon, or by vertue of the ſaid Statutes or Recogniſances, or either of them, ſhal and will at all times then, after, at, and vpon the reaſonable requeſt, coſts and charges in the law of the ſaid E. her executors or adminiſtrators, make all ſuch aſſurances and conueyances in the law, of, and vpon all the right, eſtate, terme, title, intereſt, property, and demand of the ſaid H. F. his executors and adminiſtrators, of, in, or to the ſame goods, cattels, lands, and tenements, as by the ſaid E. her executors or adminiſtrators, or her or their counſell learned, ſhall be deuiſed, aduiſed, or required. And moreouer that the ſaid H. F. his executors, and adminiſtrators ſhall and will at all times hereafter vpon the requeſt of the ſaid E. her executors or adminiſtrators, and not otherwiſe, make, ſeale, and deliuer ſuch diſcharge or releaſe and acquitance, of, and for the ſaid Statutes and Recogniſances, or either of them, or any part of the ſummes therein contained, as the ſaid E. her executors or adminiſtrators, or her, or their counſell learned ſhall deuiſe or require. And furthermore that the ſaid E. her executors or adminiſtrators ſhall and may at all times hereafter without ſuit, action, or trouble of the ſaid H. F. his executors or adminiſtrators, keep and retaine the ſaid Statutes and Recogniſances in her or their hands or poſſeſſion, and ſhew the ſame further at or in any Court or Courts, there to maintaine action, or procure execution, as the

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caſe ſhall require, or otherwiſe at her or their pleaſure: And becauſe the ſaid C. may haue lawfull authority to ſeeke the benefits of the ſaid ſtatutes or recogniſances, according to the true meaning, purport, and effect of theſe preſents aboue declared, the ſaid H. F. hath nominated, inſtituted, and appointed, and by theſe preſents doth nominate, inſtitute, and appoint, (As in letters of Atturney.)

Confirmations.

Sect. 457. IT now appeareth partly how euery ſeuerall eſtate may bee created, wherefore it ſeemeth very meet, if ſuch eſtates ſhall happen to bee defeaſible, to ſhew how the ſame may bee made good, which may bee done by confirmation or releaſe of him which hath a better or longer eſtate in the thing granted then the tenant thereof hath: For *Confirmare* by Littletons minde, Sect. 522. is nothing elſe but only *firmum facere*, namely to make ſtrong and ſure ſuch an eſtate, as before the ſame confirmation, was for ſome cauſe voidable, and yet not meerely void. Deeds of Confirmation beene made thus.

Confirmation in fee.

NOuerint vniuerſi per præſentes me A. B. ratificaſſe, approbaſſe, & confirmaſſe C. D. in plena & pacifica poſſeſſione & ſeiſin' ſua exiſten', totum ſtatum, poſſeſſionem, & intereſſe, quæ habeo de & in vno meſuagio cum pertinentiis in L. &c. **To haue and to hold the ſaid meſuage, etc. to the ſaid C. D. his heires and aſſignes for euer: Or the heires of his body, or otherwiſe, as his eſtate is which you would confirme, with ſuch warranty and couenants as be in other conueyances, at the pleaſure of the parties.**

Alſo in Confirmations it is not amiſſe in the premiſſes of the deed, ſpecially to recite the eſtate of the tenant which muſt be confirmed, and alſo the eſtate of him that ſhall confirme, and to expreſſe the conſideration thereof, if any ſuch be.

A Confirmation of the office of a keeper of a Parke, Warren, Bailife, and Steward.

HEnricus Dei gratia Rex Angliæ &c. Omnibus &c. Sciatis qd' cum dilectus conſanguineus noſtr̃ I. V. Comes Oxon' ac Margaret' conſors eius Comitiſſa Oxon', ſeiſiti de maner. de M. & B. ſibi & hæred' ſuis maſculis de corpor̃ ſuo exeunt̃, reuerſion' inde nobis & hæred' noſtr̃ ſpect' per lr̃as ſuas dat' &c. Dederunt & conceſſer̃, & p eaſdem literas confirmauerunt dilectis ſeruient̃ ſuis I. P. & I. D. armigeris officium parcarii parci

parci ſui de M. vna cum officio balliui manerior̄ de M. & B. cum cuſtod' Warrenn' ſuar̄ ibidem, ac eoſdem I. P. & I. D. parcarios parci p̄dict' balliuos p̄d' manerior̄ de M. & B. ac Seneſcall' ibidem, necnon cuſtod' Warrenn' ſuarum præd' per ſcriptum ſuum præd' fecerit, ordinauerit, & conſtituerit. Habend', tenend' & exequend' dicta officia parcar̄, Balliui, Seneſc', ſeu cuſtod' dictarum Warrenn' ſuar̄ præd' I. P. & I. D. durante vita ipſor̄ I. & I. ac vtriuſque eor̄ diutius viuentis. Percipiend' annuatim in & per occupationem & executionem officiorum præd', & eorum cuiuſlibet tanta & talia feoda, vadia & regard', proficua & emolument̄ quanta prædictus I. P. pro eiſdem officiis & eorum quolibet aliquo tempore præante habuit & percepit. Reddend' & faciend' annuatim verum & fidele compotum coram auditor̄ dicti Comit̄ & comitiſ. pro tempore exiſtent̄, in & pro occupatione officii balliui præſcript̄. Cum etiam prædict' Comes & Comitiſſa per eaſdem lr̄as ſuas dederunt & conceſſerunt præf. I. D. officium cuſtod' manerii ſui de M. p̄d'. Habend', percipiend', occupand', & exercend' idem officium, per ſe aut ſuum ſufficientem deputat̄, durant̄ vita eiuſdem I. D. cum omnibus & ſingulis vadiis, regardis, proficuis, & emolument̄ eidem officio ab antiquo debit̄ & conſuet̄, prout in eiſdem literis plenius continetur. Poſt cuius donum & conceſſionem p̄d' I. P. obiit, & p̄d' I. D. eum ſuperuixit, & renet, occupat, & poſſidet officium p̄d' virtute conceſſionis p̄d' per ius accreſcend'. Sciatis nos de gratia &c. ac pro bono ſeruitio nobis p̄ p̄d' I. D. impenſo & impoſterum impendend', ratificaſſe, approbaſſe, & confirmaſſe p̄f. I. D. offic' p̄d' pro term̄ vitæ eiuſdem I. cum annual' feodo decem libr̄, ac cæteris regard' proficuis, & emolument̄ p̄dictis. Ac etiam dedimus & conceſſimus, & per p̄ſentes damus & concedimus p̄f. I. D. p̄ ſi contingat p̄d' Comitem & Comitiſſ. ſine hæred' maſculo de corpore ſuo legitime procreat̄ obire p̄ tunc p̄d' I. D. habebit, tenebit, & poſſidebit p̄d' officia & eorum quodlibet, cum p̄dict' vadiis x. libr̄ annuatim capiend' vna cum cæteris vadiis, regard', proficuis & emolumentis eiſdem offic' & eorum cuilibet ſpectant̄ ſiue p̄tinen'. Habend', tenend' & exercend' p̄d' officia & eorum quodlibet per ſe, vel p̄ ſufficient̄ deputat̄ ſuum, ſiue deputatos ſuos, durante vita ipſius I. D. In cuius rei &c. Teſte &c.

A Confirmation of an Annuitie, with a Grant of another in allowance of Dower.

OMnibus Chriſti, &c. R. A. de E. filius & hæres R. A. defunct' &c. Sciatis quod cum idem R. A. pater meus, per ſcriptum ſuum geren' dat' &c. dediſſet, conceſſ. & confirmaſſet cuidam A. R. quandam annuitat̄ ſiue annual' redit̄ xx. libr̄ exeunt̄ de, & in toto ill' campo ſuo vocat̄ C. iacen' in villa de B. in com̄ p̄dict': Habend', percipiend', & leuand', annuatim, Sect. 458.

tim, durant' toto term̃ vitæ eiuſdem A.ad feſta,&c. cum clauſula diſtrictionꝰ pro non ſolutione eiuſdem redit', prout in eodem ſcripto inter alia plenius apparet. Et cum poſtea idem R. A. pater meus duxit in vxorem A.R. p̃d', & durant' ſponſal' int' eos, idem R.A. pater obiit, & præd' A. ipſum ſuperuixit, etiam ſup̃ſtes in plen' vita exiſtit, ac p̃d' annuali redit' gaudeat & habere debeat. Noueritis ergo me p̃f. R. A. filium, tam ratificaſſe,approbaſſe & hoc p̃ſenti ſcript' meo confirmaſſe eidem Ag.A. viduæ totum ſtatum, titulum, & intereſſe eiuſdem de & in p̃d' annual' redit' xx. lib̃ quam dediſſe,conceſſiſſe,& hoc p̃ſenti ſcripto meo confirmaſſe eidem A.quandam aliam annuitatem ſiue annualem redit̃ xxx.libraꝝ,exeunt' tam de,& ex p̃d' campo vocat' C. quã de.& in omnibus aliis terris & tenem̃tis meis cũ pertin' in B. p̃d':Habend',gaudend',& p̃cipiend',tam dict' annual' redit̃ xx.li.quam p̃d' annuitat' ſiue annual' redit' xxx.lib̃ per ann' p̃f.R. A.& aſſign' ſuis durante toto term̃ vitæ natural' eiuſd' R.A. ad feſta &c. p̃ æquales porc' ſoluend', in plenam & integram allocationem & ſatisfact' totius dotis & iunct̃ eiuſd' Ag.de & in omnibus & ſingulis terris & tenementis, & hæreditamentis, tam liberis quam cuſtomariis, quæ fuer̃ præd' R.A.patris mei.Et ſi contingat p̃d' annual' redit' &c. (**As in diſtreſſes for rents and nomine penæ.**) In cuius rei,&c.

A Confirmation by the Ordinarie and Patron of the Parſons leaſe.

Sect.459. TO all true Chriſtian people to whom this preſent writing ſhall come to bée ſéene,heard,or read,Wꝛ J.by the Grace of God Biſhop of L. and Ordinarie of the Rectorie and Parſonage of S. in the County of etc. and R. very inheritor, owner, and parſon of the ſaid Rectorie and Parſonage of S.ſend greeting etc. Know you vs the ſaid B.and P. with one aſſent and conſent, at the ſpeciall and inſtant deſire as well of one E. as one J. clerke, Parſon of S. aforeſaid, to haue ſéene, read, examined,and perfectly vnderſtood one Indenture of a leaſe, bearing date etc. made by the ſaid J. vnto the ſaid E. and to his Aſſignes, of the Rectorie and Parſonage of S. aforeſaid. And of all manner of tithe corne, hay, meadowes,glebe lands,leaſures,paſtures,tithe hemp,flax,oblations,obuentions,and all other tithes,profits and commodities,whatſoeuer they bée to the ſaid Rectory and Parſonage belonging and appertaining in S. N. and B.aforeſaid,or elſewhere within the ſaid County,etc. To haue and to hold the ſaid Rectory and Parſonage, tithes, and all other the premiſes with the appurtenances to the ſaid E. and his aſſignes, from the feaſt of etc. vntill the end and terme of etc. Yeelding and paying therefore yearely vnto the ſaid J.and to his ſucceſſors and aſſignes, etc. at the

feaſt

feast etc. during all the said terme etc. Which said Indenture of lease of the said Rectory and Parsonage, and all other the premisses with, &c. to the same Rectory and Parsonage belonging or pertaining, and all and euery thing and things, couenants, grants, and agreements therein contained and specified, we the said I. B. and the said Patron, for his and our heires and successors by these presents doe confirme, ratifie, allow and establish. To haue and to hold the said Parsonage, glebe lands, tithes, oblations, obuentions, and all other the premisses, mentioned and contained in the said Indenture of lease to the said T. his executors and assignes, from the feast of &c. vnto the end and terme of &c. Yeelding and paying vnto the said I. and to his successors and to their assignes the said yearely rent of &c. at the dayes and feasts in the said Indenture specified and contained, and all other payments and couenants in the said lease mentioned. In witnesse, &c.

Surrenders.

What a Surrender is.

AN Instrument of Surrender is an instrument testifying with apt words, that the particular tenent of lands or tenements for life or yeeres, doth sufficiently consent and agree, that he which hath the next and immediate remainder or reuersion thereof, shall also haue the particular estate of the same in possession, and that he yeeldeth or giueth the same vp vnto him. For euery Surrender ought forthwith to giue a possession of the thing surrendred, of which be diuers sorts, as followeth. Sect. 460.

A Surrender of an estate for life.

THis Indenture made, &c. Betweene G. S. of the one party, and B. D. daughter of R. D. of the other party, Witnesseth, that whereas the said B. D. is, and standeth seised for terme of her life, by vertue of good conueyance and assurance in the law, of and in the seuerall messuages, lands, tenements, and hereditaments with the appurtenances, situate, lying, and being in S. in the County of E. hereafter specified and mentioned: that is to say, of and in etc. the mediate remainder thereof being to the said G. S. and the heires males of his body lawfully begotten, with sundry other remainders ouer, and the reuersion lastly to the right heires of the said G. S. for euer. Now the said B. D. for and in consideration of &c. and for sundry other good considerations her moouing, Sect. 461.

hath

hath ſurrendred, granted and confirmed, and by theſe preſents doth ſurrender, grant, and confirme to the ſaid G. H. all and ſingular the &c. before mentioned, together with all deeds, euidences and writings whatſoeuer, which the ſaid B. or any other to her vſe, or by her deliuery or appointment, or the ſaid R. D. haue or hath concerning in any wiſe the premiſſes, or any part thereof. To haue and to hold &c. And alſo the ſaid R. D. doth couenant &c. for him &c. as in couenants to diſcharge of incumbrances, *ſupra* 67. with all other neceſſary couenants and conditions.

A Surrender to one in remainder.

Sect. 462. OMnibus &c. Cum I.K. pater meus p̄ chart̄ ſuam feoffamenti dedit̄ & conceſſit̄ mihi p̄f. T. vnum meſuag' cum ſuis p̄tin' in villa de B. p̄d', ſituatum inter tenem̄tum R. W. ex p̄te Auſtrali, & ſtratum Regium verſus Boream. Habend' & tenend' mihi pro term̄ vitæ meæ, Ita q̄d' poſt deceſſum meum, p̄dict' meſuagium cum ſuis p̄tin' H.R. fratri meo hæredibus & aſſig' ſuis imperpetuum remaneret. Noueritis me p̄d' T. conceſſiſſe & ſurſum reddidiſſe p̄f. H. fratri meo, totum ius meum & ſtatum quæ habeo pro termin' vitæ meæ in prædict' meſuagio cum ſuis p̄tin': Habend' & tenend' eidem H. hæred' & aſſign' ſuis imperpetuum de capitalibus, &c.

A Surrender to one in reuerſion.

Sect. 463. OMnibus &c. Cum quidam I.R. de N. Mercer, per chart̄ ſuam feoffament̄, geren' dat̄ &c. dederit miki p̄f. K.R. totum illud tenement̄ &c. Habend' & tenend' dict' tenem̄t̄ cum ſuis pertin' mihi præf. C.R. pro term̄ vit̄ meæ, Ita q̄d' poſt deceſſum mei ipſius K. p̄d' tenem̄t̄ &c. p̄f. I. R. & hæred' ſuis reuerterit, prout per dictam chart̄ patet manifeſtius. Noueritis me p̄f. K.R. conceſſiſſe, & ſurſum reddidiſſe ac per p̄ſentes concedere & ſurſum reddere p̄f. I.R. tenem̄t̄ p̄d' &c. ac totum ius meum & ſtatum quæ habeo pro term̄ vit̄ meæ, de, & in eod' tenem̄to &c. Habend' & tenend' p̄d' tenementum &c. p̄f. I.R. hæred' & aſſign' ſuis, ad ſolum opus ipſius I. R. & hæred' ſuor̄ imperpetuum, de capitalibus dominis feodi illius, p̄ ſeruitia inde debit̄, & de iure conſuet̄ p̄ p̄ſentes. In cuius rei, &c.

A Surrender vpon condition by tenant for life, to the end a recouerie may be ſued againſt him in reuerſion, and the eſtate for life preſerued.

Sect. 464. THis Indenture, &c. in the xxv. yeare etc. Betweene I. F. and I. his wife, late wife of R. L. deceaſed of the one party, and T. D.

on

on the other party, Witnesseth, That where the sayd I. F. and I. his wife, and in the right of the sayd I. his wife doth hold for terme of the life of the sayd I. his wife, diuers and sundry landes, tenements, and hereditaments in W. F. Y. and T. within the Countie of M. and being the late inheritance of the sayd R. D. the immediate remainder or reuersion of all and singular the sayd landes and premisses expectant to the sayd C. D. and to his heires, or to the heires of his body lawfully begotten for euer. Now the sayd I. F. and I. his wife, as well for the consideration in this Indenture mentioned, as also for the perfecting of an estate or conueyance to bee had and made in consideration of a Marriage hereafter by Gods grace to bee solemnized, betweene E. T. and I. D. daughter to the sayd C. D. haue granted and surrendred, and by these presents doe grant and surrender vnto the sayd C. D. and his heires, vpon condition hereafter in this Indenture mentioned, all and singular the sayd landes, tenements, hereditaments, and premisses before in this Indenture mentioned, and euery part and parcell thereof, and all such other lands, tenements, and hereditaments, as the sayd I. F. and I. his wife, as in the right of the sayd I. haue, or of right ought to haue therein, for the terme of the life of the sayd I. being the late inheritance of the sayd R. Lord D. her late husband, and all the estate, right, title, and interest which they the said I. F. and I. his wife, as in the right of the sayd D. I. haue or of right ought to haue, in, or to the premisses, or any part or parcell thereof. To haue and to hold the sayd lands, tenements, and premisses, and the state, right, title, and interest of the sayd I. F. and the sayd I. his wife, in, and to the sayd lands, tenements, and premisses, vnto the sayd C. D. and his heires. Vpon condition, that if the sayd C. D. doe not well and truely content and pay, or cause to bee well and truely contented and paied vnto the sayd I. F. and I. his wife, or their assignes, the summe of 1000. li. of &c. (As in clauses of payment) That then and from thenceforth this present grant and surrender to bee vtterly voyd and of none effect. And that from and after such default of payment of the said summe of 1000. li. at the time and place aforesayd, it shall bee lawfull, to, and for the sayd I. F. and I. his wife, and their assignes, to enter into all the sayd premisses, and the same to haue againe, repossesse and enioy, as in their former estate. And the sayd C. D. doth couenant and grant, for him, his heires, executors and administrators, and euery of them, to and with the sayd I. F. and I. his wife, that hee shall permit and suffer the sayd I. F. and I. and their assignes, to take the rents, issues, and profits of the sayd lands and premisses to their owne vse, without any account thereof making, vntill the feast of S. Martin &c. which shall be &c. 1594. if the sayd I. the wife doe so long liue. In witnesse, &c.

A Surrender of Leaſes for yeares.

Sect. 465. TO all Chriſtian people to whom this preſent writting ſhall come, R. A. and I. R. ſend greeting in our Lord God euerlaſting. Whereas by Deed indented, bearing date, &c. made betweene T. W. deceaſed, and M. then his wife of the one partie, and the ſayd R. A. on the other partie, the ſayd W. did demiſe, grant, & to ferme let to the ſaid R. A. their manor of M. R. with their appurtenances, lying and being in M. in the ſayd County of &c. To haue and to hold the ſayd manor, and other the premiſſes, to the ſayd R. A. his executors &c. from the feaſt of Saint Michaell &c. then next inſuing, vntill the end and terme of xxi. yeares then next &c. fully to bee complete and ended, as by the ſayde deede indented, it doth plainely appeare. And where alſo by deede indented, bearing date &c. made betweene the ſayd T. W. and T. S. and the ſayd R. A. &c. the ſayd W. and T. S. did demiſe, grant, and to ferme let vnto the ſayd R. A. all thoſe their woods, vnderwoods, lands &c. To haue and to hold the ſayd woods and vnderwoods &c. vnto the ſayd R. his executors and aſſignes, from the feaſt of &c. next enſuing the date of the laſt recited deede indented, vntill the end and terme of one and twenty yeares then next inſuing. Except and alwayes reſerued vnto the ſayd W. T. and to their heires, all manner of timber trees, and trees like to proue timber trees, of what yeres or growth ſoeuer they were then growing, in or vpon the premiſſes, as by the ſame deede indented laſt recited it doth and may appeare &c. The eſtate and intereſt of the which ſayd R. A. in the ſayd lands, tenements, meadowes, paſtures, and feedings, granted by the ſayd recited deedes indented, the ſayd I. R. now hath. Know ye now, that the ſayd R. A. and I. R. for diuers conſiderations them mouing, haue giuen, granted, and ſurrendred, and by theſe preſents doe giue, grant, and ſurrender vnto T. W. and T. S. all their right, eſtate, intereſt, and terme, and all the right, eſtate, and terme of either of them, that they, or either of them had, haue, or ought to haue, of, in, or to the ſayd manor of M. R. and other the premiſſes, demiſed, graunted, or letten to ferme by the firſt recited deede indented. Except alwayes and reſerued to the ſayd R. A. his executors, adminiſtrators, and aſſignes, during the terme of the ſayd laſt recited deed indented, all the right, title, intereſt, eſtate, and terme, that hee the ſayd R. A. now hath, may haue, or ought to haue, in, and to the ſayd woods, vnderwoods, and other the premiſſes demiſed vnto the ſayd R. A. by the laſt recited deede indented, to be had and inioyed to the ſayd R. A. his executors, &c. according to the tenor and forme of the ſayd laſt recited deed indented. To haue and to hold the ſayd manor of M. R. and other the premiſſes

by

by theſe preſents, granted and ſurrendred, with their appurtenances (except before excepted by theſe preſents) vnto the ſayd T. W. and T. S. their heires and aſſignes for euer. And the ſayd R. A. and I. K. for them, and either of them, and the executors and adminiſtrators of euery of them, doe couenant and grant, to, and with the ſayd T. W. and T. S. and the heires, executors or aſſignes of euery of them, that the ſayd mannor of H. and other the premiſſes by theſe preſents granted and ſurrendred (except before excepted) at the time of the making of theſe preſents, be, and ſhall be for euer hereafter clerely acquited and diſcharged, or otherwiſe ſaued harmeleſſe of &c. As in couenants to ſaue harmeleſſe. In witneſſe &c.

Releaſes.

What a Releaſe is.

A Releaſe is an Inſtrument, whereby eſtates, rights, titles, entries, actions, and other things bee ſometimes extinguiſhed, ſometimes transferred, ſometimes abridged, and ſometimes inlarged: of which ſee theſe examples. Sect. 466.

A Releaſe made to the tenant for terme of yeares.

OMnibus &c. Cum R. W. de O. teneat de præfat' I. vnum tenementum cum ſuis pertinent' quod idem R. inhabitat, in &c. pro termino annorũ &c. Noueritis me præf. I. remiſiſſe, relaxaſſe &c. Ita qd nec ego, nec hær' mei &c. Sed ab omni actione iuris, clamei &c. Datum &c.

A Releaſe to the tenant of the free hold.

OMnibus &c. T. R. filius & hæres C. R. armig' defuncti ſalutem in domino ſempiternam. Noueritis me præfat' T. remiſiſſe, relaxaſſe, & omnino pro me & hæredibus meis imperpetuum, quietum clamaſſe per præſentes R. D. armig' in ſua plena & pacifica poſſeſsione exiſtent', hæred' & aſsign' ſuis imperpetuum, totũ ius meum, titulum, clameum, demand' & intereſſe, quæ vnquam habui, habeo, ſeu quouiſmod' in futur' haber' potero vel poterint hæred' mei, de, & in maner' de R. in com. K. cum omnibus terr', tenement' &c. Ita viz. quod nec ego prædict. T. nec hæred' mei, nec aliquis alius per nos, pro nobis ſeu nomine noſtro, aliquod ius, titul', clameum, demand. ſeu intereſſe, de aut in prædict. maner' de R. cum omnibus terr', tenementis, &c. neque in aliqua parte ſeu parcella eorumdem, de cætero clamare vel vendicare poterimus nec debemus, quouiſmodo in futur', ſed ab omni actione iuris tituli, Sect. 467.

clamei,demandi,& intereſſe, & eiſdem penitus excluſi imperpet' per præſentes. Et ego vero prædict' T. & hæredes mei prædict' maner' de R. cum &c. præfat' R.D. hæred' & aſſign' ſuis contra me & hæred' meos,ac contra omnes & ſingulas al' perſon' ſiue perſonas legitim' habent' & clam' ſiue exigen', ſeu qui impoſter' legitim' habeb. clamabunt ſiue exigent, præmiſſ. cum pertin', aut aliquam inde parcell', aut aliquid iuris, tituli, ſtatus, intereſſe, ſeu aliquid aliud, de, in, vel ex præmiſſ. cum pertin', aut de, in, vel ex aliqua inde parcell', de,per, vel ſub me præf. T.R. vel aſsign' meis,warrantizabimus & imperpet' defendemus per præſentes. In cuius &c.

A Releaſe of right,or intereſt in land.

Sect' 468. OMnibus &c. A.M. vidua relict' T.M. nuper de S. in Com' N. defunct', adminiſtratrix bonor' & cattall' quæ fuerunt T. tempore mortis ſuæ,ſalut' in dom' ſempitern'. Sciatis me præfat' A. pro quadam pec' ſumma mihi per H.M. de S. præd' filiũ meũ præmanibus ſoluta, & impoſter' ſoluend',Remiſiſſe, &c. *vt ſupra*. Ita qd nec ego &c. Sciatis inſuper me præf. A.M. remiſiſſe,relaxaſſe,& omnino pro me & hæred' & execut' meis imperpet' quiet' clamaſſe per præſent' præf. H.M. hæredibus & execut' ſuis omnes & omnimod' actiones, ſect',quærelas,debita, compota,transgreſſ. detentiones & demanda quæcunque, quæ vel quas verſus ipſum H. vnquam habui,habeo,ſeu quouiſmodo in futurum habere potero virtute adminiſtrat' prædict', ſeu aliter quocunque modo, ab origine mundi, vſque in diem confectionis præſentium. In cuius &c.

A Releaſe to the vendee.

Sect. 469. OMnibus &c. I. L. de &c. Cum C. F. de N. habuerit & perquiſierit de me præf. I. vnum tenementum in N. in parochia beatæ Mariæ virgin', in alto vic' ſeu platea. Habend' & tenend' eid' C. hær' & aſsign' ſuis imperpet', prout per chart' feoffamenti per me eid' C. inde confect' cuius dat'. &c. plenius apparet. Noueritis me prædict' I. remiſiſſe, relaxaſſe, & omnino pro me & hær' meis imperpet' quiet' clamaſſe præf. C. hær' & aſsign' ſuis,totum ius meum, clameum &c. Ita viz In cuius &c.

A Releaſe by Mortgagee.

Sect 470. OMnibus &c. Noueritis me præfat' &c. per præſentes remiſiſſe, relaxaſſe,&c. R. W. de O. hær', & aſsign' ſuis imperpet', totum ius &c. in vno tenemento in O. cum ſuis pertin' quæ nuper habui ex dono & feoffamento prædict' R. in O. per modum morgagii pro xx. li. & quas mihi iam ſoluit & ſatisfecit, quod quidem tenementum cum ſuis

pertin'

pertin' idem R.W. in ſua plena poſſeſsion' iam habet. Ita viz. quod nec ego &c. In cuius rei &c.

A Releaſe of all actions.

NOuerint &c. remiſiſſe, relaxaſſe, & omnino pro me & hær' meis imperpet' quiet' clam. I.H. de B. &c. omnes & omnimod' actiones tam reales quam perſonales ſect' querel' debit' exec' tranſgr' & demand' quas vel quæ vnquam habui, habeo, ſeu in futur' quouiſmodo hére potero verſus prædict' I.H. ratione aut cauſa quacunque ab origine mundi vſque in diem confectionis præſentium. In cuius &c. Sect. 471.

A Releaſe of a Quare impedit.

TO all faithfull people to whom theſe præſents ſhall come to be heard, read, or ſéene I.S. of D. in the county of C. ſendeth gréeting in our Lord God euerlaſting. Whereas ſuite and controuerſie hath heretofore beene moued and depending betwéene I.I. on the one party, and the reuerend father in God W. Biſhop of C. on the other party, for, and concerning the collation of one R.C. clerke, in and to the church of C. in the ſayd county of C. for and concerning the which préſentation, one Quare impedit was brought by thaforenamed I.S. againſt the ſayd reuerend father W. Biſhop of C. and whereas by the mediation of the right honorable ſir H.S. order hath béene taken, in and concerning the præmiſſes, and all matters and things concerning the ſame. Now know ye, that the ſayd I.S. in accompliſhment, and according to the ſaid order hath remiſed, releaſed, and for euer quite claimed, and by theſe præſents doth fully, frély and abſolutely, remiſe, releaſe, and for euer quite claime to the ſayd reuerend Father in God, W. Biſhop of C. and to R.C. and to either of them, their executors and adminiſtrators, aſwell the ſayd action of Quare impedit, and all and all maner of diſturbances, cauſes, matters, & things concerning the church, or aduowſon of C. aforeſayd, as all other actions, ſuits, quarrels, debts, treſpaſſes, controuerſies, and demands whatſoeuer, had, made, moued, ſtirred, or depending, betweene the ſayd parties, or any of them, at any time or times, before the date of theſe præſents, of all which actions quarrels, ſuits, controuerſies, and demands afore ſaid, the ſayd I.S. for himſelfe, & heires, couenanteth and grannteth to & with the ſayd W. Biſhop, and R.C. their executors &c. and at all times hereafter, well and ſufficiently to acquite, or diſcharge, or ſaue harmeleſſe the ſame Biſhop, and R.C. the executors and adminiſtrators of them, and either of them by theſe præſents, In witneſſe &c. Sect. 472.

A Releaſe of a Communication of matrimony.

Sect.473. THis bill made the tenth day of &c. in the &c. Whereas a Communication of mariage hath heretofore béene moued, and had, betwéene S. T. on thone party, and I. T. of thother party, and that the ſame taketh none effect, for that the ſayd S. T. cannot obtaine and get the good will of their friends and kinſfolkes, at whoſe hands ſuch portion of money as to her of right appertaineth, is to be receiued, Witneſseth, that I the ſayd I. T. doe hereby teſtifie and proteſt vnto the world, as wel for mine owne diſcharge as his, that no diſhoneſt nor vnlawfull act, hath at any time béen committed betwéene vs, nor any contract of matrimony had or made at all betwixt vs, but that euery of vs may lawfully at our wils and pleaſure marrie elſewhere by God and mans lawes. In witneſse &c.

A Releaſe of an appeale.

Sect.474. THis Indenture &c, Betweene H. H. of &c. and R. E. of &c. Witneſseth, that where R. E. ſtandeth indicted and appealed, of and for the death and killing R. H. and thereupon diuers ſuits and proces are depending and haue béene awarded againſt the ſayd R. E. Now the ſayd H. doth remit, remiſe, and clérely and abſolutely for him and his heires, releaſe to the ſayd R E. all appeales, ſuites, and demands, and other actions whatſoeuer: And further the ſayd H. H. doth couenant &c. that where the ſayd H. H. hath commenced an appeale againſt the ſayd R. E. and others, of and for the death of the ſayd R. H. his brother deceaſed: That neither hée the ſayd H. H. nor W. H. and R. H. nor any of them, nor any other for them, or in their names, nor by their meanes, aduice, knowledge, aſſent or procurement of any of them, ſhall from henceforth proſecute or follow the ſayd Appeale, or any proces thereupon depending againſt the ſayd R. And for the better determining of the ſayd appeale againſt the ſayd R. E. hée the ſayd H. H doth couenant to make one retraxit, of, and vpon the ſayd appeale at any time when hée ſhall be thereto required by the ſayd R E. or by any for him or in his name. And moreouer the ſayd H. H. W. H. and R H. do couenant &c. that neither the ſaid H. H. W. H. and R. H. or any of them, nor any their friends, kinſfolkes, or allies, nor any other perſon or perſons for them or any of them, or by the meanes, conſent, aduice, knowledge or procurement of them or any of them, ſhall doe, ſuffer, or cauſe to be done or ſuffered any act or acts, or thing whatſoeuer, for the further ſuing, troubling, vexing, or indangering of the ſayd R. E. of or for the death or killing of the ſayd R. H. nor ſhall giue or procure to be giuen any euidence, or other proſe againſt the ſaid R. E. for the death or killing of the ſayd R. H. In conſideration of which ſayd agréement,

conclusion,

conclusion, and of all and singular other the premisses to be well and truly obserued and kept on the part and behalfe of the sayd H. H. W. H. and R. H. and euery of them, their friends and kinsfolkes, as the sayd R. C. doth couenant for him, his heires and administrators with the sayd H. H. &c. to pay or cause to be payed to the sayd H. H. &c. expressing the sum and place of payment. In witnesse &c.

A Release betweene ioynt Lessees.

VNto all Christian people to whom this present writing shall come, I. D. R. B. and H. E. &c. sendeth greeting: Whereas the collegiate Church of the blessed virgin of Southwell in the County of N. by their Indenture of lease bearing date &c. did amongst other things, demise, grant, and to farme let vnto H. C. deceased, all that their manor or lordship of R. in the county of H. with the site and circuit of the same manor, and all and singular their other lands, tenements &c. in the sayd County of H. being part, parcell, or member of the sayd collegiat church of S. or reputed, taken or knowne to be any part, parcell or member of the same, or of the said manor or lordship, or any of them, or any part or parcel thereof, with all and singular their appurtenances, vnto the sayd H. C. his executors and assignes, for the terme and space of &c. as by the sayd Indenture of lease more at large it appeareth. By force whereof the sayd H. C. was lawfully possessed of the sayd Manor of L. and premisses accordingly. And so being thereof possessed made his last will and Testament in writing, and thereof did constitute and make G. C. of &c. and E. C. then wife of the sayd H. C. his executors, and after dyed. After whose death the administration of all the goods & cattels of the said H. C. was committed to the sayd G. C. and E. C. according to the Ecclesiasticall Lawes of this Realme, by force whereof the sayd G. and E. were thereof lawfully possessed, and the same had and enioyed. And they so being thereof possessed by their Indenture bearing date &c. did giue, graunt, assigne, and set ouer vnto the sayd I. D. R. B. H. E. and I. N. of &c. all their whole estate, interest, and terme of yeares then to come, of and in the sayd mannors, lordships, lands, tenements and premisses with the appurtenances (the cole Mine excepted) together with the sayd Indenture of lease made to the sayd I. D. R. B. &c. at large appeareth. The intent and true meaning of which sayd Indenture made by the sayd G. and E. as is aforesayd, was meant and intended that the sayd I. D. R. B. H. E. and I. N. and euery of them should haue and inioy seuerally their Farmeholdes or Tenements in their seuerall tenures and occupations. And that the residue of the sayd Manor and Premisses should bee diuided amongst them. Now therfore know ye vs the sayd I. D. R. B. and H. E. Sect. 475.

for the accomplishing and fulfilling of the true meaning and intent of the ſayd conueyance made by the ſayd G. and F. as is afore ſayd, to haue remiſed and releaſed, and by theſe preſents doe clerely remiſe and releaſe vnto the ſayd I. N. his executors and aſſignes all our eſtate, right, title, terme of yeares, ann demand which we haue or of right ought to haue of, in or to all that one tenement, &c. now in the tenure or occupation of the ſayd I. N. and of, and in all other lands and hereditaments which be aſſigned and appointed and ſet forth to him. And we the ſayd I. D. R. B. and P. C. doe couenant and grant for vs our executors, adminiſtrators, and aſſignes, and for the executors, adminiſtrators, and aſſignes of euery of vs, to and with the ſayd I. N. his executors, adminiſtrators, and aſſignes, That we the ſayd I. D. R. B. and P. C. our executors, adminiſtrators, and aſſignes ſhall from time to time at all times hereafter when and as often as wee or any of vs ſhall bee thereunto required by the ſayd I. N. his executors, adminiſtrators or aſſignes during the ſayd terme of yeares, doe execute and make or cauſe &c. all and euery ſuch further act and actes, thing or things, and aſſurance as ſhall be reaſonable and neceſſarily deuiſed or aduiſed by the ſayd I. N. or his executors or aſſignes, or by his or their Counſel learned in the law for the further and better aſſurance, ſure-tie and ſure making of one eſtate and intereſt, of and in &c. now in the occupation &c. vnto the ſayd I. N. his executours and aſſignes, In witneſſe &c.

A Releaſe made by the feoffees to one of them.

Sect. 476. OMnibus &c. Nouer' nos præfat' N. & S. per præſentes remiſiſſe, relaxaſſe, & omnino pro nobis & hæred' noſtris imperpetuũ quiet' clamaſſe I. S. de O. hær' & aſsign' ſuis, tot' ius nr' &c. quæ aliquis noſtr' habet, ſeu habere poter', in omnibus illis terris & tenementis quæ nuper habuimus ſimul cum præd' I. in villa & in campis de I. in com' Oxon', ex conceſ. feoffament' domini I. B. Capellani & N. D. de I. prædict', in quorum quidem terris & tenementis idem I. S. iam exiſtit in plena poſſeſ. Ita viz. quod nec nos præfat' &c. In cuius &c.

A Releaſe in performance of an award.

Sect. 477. OMnibus &c. A. B. & C. D. ſalutem. Sciatis quod cum diuerſæ lites motæ fuer' int' nos præfat' A. B. & C. D. ex parte vna, & quendam T. P. ex parte altera, de & ſuper ius, titul', intereſſe, & poſſeſsion' omniũ & ſingulorum meſuagior' &c. quæ fuer' in tenura & poſſeſsion' E. F. ſuper quæ nos præfat' A. B. & C. D. ad ſpecialem inſtantiam & requiſition' amicor' noſtror' comprimiſ. & ex vnanimi aſsenſu noſtr' ſubmiſ. nos ipſos in arbitrium ordinat' & iudicium quorundam E. G. & W. F. armig'

ſam

tam de et super iure,et titulo dictor' mesuag' &c. quam de et super omnibus actionib.personalibus,et realib.ante hæc inter nos motis et habitis super præmissus seu eorũ aliquam parcellã concernent' seu tangent'. Sciatis nos præf.A.B.et C.D. in complementis cuiusd' arbitrii, ordinationis seu iudic' prædict' per præfat' arbitrat' ante datum præsent' ex communi assensu nostr' fact', et inscript' indent' nobis tradit' prout tenemur,remisisse,relaxasse,&c.*vt supra.*

A Release of amerciaments.

BE it knowne vnto all men &c. That I G.L. of &c. Farmer of the profits of the court of the manor of R. in &c. haue remised, released and quite claimed,and by these presents doe remise &c. vnto W.S. of R. in &c. all and all manner of fines,forfeitures,and amerciaments, afferred vpon the sayd W.S. at any Courts,Leetes,or court Barons of the manor of R. aforesayd, holden within the sayd manor at any time or times before the date hereof. In witnesse &c. Sect' 478.

A Release of the peace.

MEmorand' quod tertio die Nouemb. anno regni dom' nostr' El. decim' tertio &c. venit coram me W.M. apud G.in com' præd', vno iustic' dict' domin' reginæ ad pacem conseruand' in com' prædict' I.C. et pacem quam habet versus I.C.in com' præd' penitus remisit,& relaxauit &c. *vt supra.* Sect' 479.

A Release from the recouerers in a writ of Entre.

OMnibus &c. W.M.et I.B. salut' in dom' sempitern',cum nos præfat' W.et I. nuper recuperauimus coram Iustic' dom' regin' de communibus placit' apud Westm' per breue dict' dom' regin' de ingressu in le post vers.F.F.viduam et I.F.vnum mes.&c.cum pertin' in C.in com' N. prout inter placita irrotulat' coram I.D. milite et sociis suis Iustic' dict' dom' regin' in termin' sancti H. anno regni eiusdem dom' regin' Rot' Cli. plenius liquet et apparet. Et pro eo quod recuperatio præd' habit' fuit ad solum et proprium opus et vsum ipsorum F. et I.F. et hæred' ipsius I. Ideo in consideratione inde,Sciatis nos præfat' W.M. et I.B.remisisse,relaxasse &c. as in a generall release, In cuius &c. Sect' 480.

A Release of errours.

OMnibus Christi fidelibus ad &c. salutem, Sciatis me præfat' G.B. pro &c. remisisse,relaxasse, et omn' pro me et hæred' meis imperpet' quiete claim' præfat' F.R. et hær' suis totũ ill' annualẽ redditũ meum 7.s. ac omnes alios red' quoscunq; exeunt' de terr',tenementis,et hære- Sect' 481.

hæreditamentis in B. &c. Ac inſuper ſciatis me præfat' G. B. remiſiſſe, &c. præfat' F.R. totum ius, titul', ſtatum, intereſſe, & demand' quæ habeo aut clamare poter' aut poterint hæred' mei de, & in præd' terr', tenementis & hæreditamentis in C. &c. Ac etiam omnes action' & breuia de errore, & erroribus & omnes errores quoſcunq; quos ego &c. aut hæredes mei habere aut proſequi potui ſeu poſſumus verſus præfat', F.R. aut aſsign' ſuos. In cuius rei &c.

A Releaſe generall.

Sect' 482. NOuerint vniuerſi per præſentes me V.B. Militem, remiſiſſe, relaxaſſe, et omnino pro me, hær', executoribus, et aſſign' meis imperpet' quiet' clam' T.H. &c. omnes et omnimod' actiones, tranſgreſsion', ſectas, quærelas, debit', debat', executiones, & demand' quæcunq; quæ habeo, habui, ſeu quouiſmodo in futur' habere poter', ab origine mundi vſq; datum præſentium. In cuius &c.

Acquitances.

An Acquittance for the redemption of lands morgaged.

Sect' 483. BE it knowne vnto all men by theſe preſents, that I.I.L. of L. gent. haue receiued and had this preſent day at the font ſtone in the Cathedrall church of S. Paul in L. betweene the houres of one and foure of the clocke, at afternoone of the ſame day, of W.G. of S. in the county of E. yeoman xl.li. for the redemption, and in full ſatisfaction of all and ſingular thoſe lands and tenements with the appurtenances, in the pariſh of S. and P. in the ſayd county of E. called N. and P. contained and ſpecified in a paire of Indentures of couenant, bearing date the xvi. day of I. in the xxx. yeare &c. made betweene the ſayd W.G. on the one party, and me the ſayd I.L. on the other party, of, for, and concerning the bargaine and ſale of all and ſingular the ſayd lands and tenements conditionally, as by the ſame Indentures thereof made more at large doth appeare. Of which xl.li. in full payment & contentation, as is aboueſayd, receiued, I the ſayd I.L. acknowledge my ſelfe well and truely contented, ſatisfied, and payed, and thereof, and of euery parcell thereof I clerely acquite and diſcharge the ſayd W.G. his heires and executors by theſe preſents. In witneſſe &c.

An Acquittance of an annuity.

Sect' 484. NOuerint &c. me I,C. &c. recepiſſe, &c. de H.R. per manus I.D. firmarii maner' de R. x.li. in parte ſolutionis cuiuſd' annuitatis

xx.li.

xx.li. mihi ad termin' vitæ meæ, per dict' H. conceſſ. Percipiend' annuat' ad terminos duos, viz. ad feſta N & M æquis portionibus, de quibus x.li. fateor me content' & ſolutum, & ipſum H. hæred' & executores ſuos inde imperpet' eſſe quiet' per præſentes. In cuius &c.

An Acquitance made vpon the receit of an exhibition graunted to one of the Innes of the Court by a Duke.

THis Bill made in &c. Witneſſeth, that I C.H. haue receiued of R H. Receiuer generall of the high and mighty prince T. Duke of N. fiue markes ſterling, in full contentation and payment of my fée, due to me at the feaſt of S. Michaell laſt paſt before the date hereof, for one whole yeare: which yearely fée the ſayd Dukes grace of his gracious goodneſſe and benevolence hath giuen and granted vnto me the ſayd C. towards my yearely exhibition in the Innes of Court. In witneſſe whereof I the ſayd C.H. haue written this bill with my owne &c. (Or otherwiſe) haue put to my hand &c. Sect' 485.

An Acquitance of a rent by a Bailife 20. die Iunii An. &c.

REceiued of T.H. of &c. for his halfe yeares rent due to bee payd at the Annunciation &c. laſt paſt, for Campnes land in L. &c. in the countie of &c. the day and yeare firſt aboue written, xx.s. Sect' 486.

An acquitance of the farme of a Benefice.

BE it knowne vnto all men by theſe preſents, That I. C.T. Parſon of H. in the County of Eſſex, haue receiued and had the day of the making hereof, of I.L. lx.li. ſterling, for the halfe yeeres farme of my ſayd Parſonage, to me due at the feaſt of S Michaell tharchangell laſt paſt before the date hereof. In witneſſe whereof &c. Sect' 487.

An Acquitance of a rent charge.

THis Bill &c. witneſſeth, That I K.E. haue receiued and had on the day of the date hereof, of T.S. of the inner Temple of L. the ſum of 4.li. of lawfull money &c. due to me the ſayd K.E. as in the right of K. my wife, at the Annunciation of the bleſſed virgin Mary laſt paſt, being the moity of a rent charge of &c. by the yeare granted to the ſayd K. for terme of life, out of the farme of B. of which ſayd ſum of 4. li. &c. of &c. ſo by me receiued, I the ſayd K. doe acknowledge myſelfe and the ſayd K. my wife, fully ſatisfied, contented, and payed, and of the ſayd ſum of 4.l. and of euery part thereof doe acquite and diſcharge the ſayd T.S. his heires and aſſignes by theſe preſents. In witneſſe &c. Sect' 488.

An Acquitance of money receiued to pay to another.

Sect. 489. THis bill &c. Witneſeth, that I T. S. of &c. haue receiued and had on the day of the making hereof, of T. B. of D. in the county of W. Eſquire, by the hands of &c. the ſummes of &c. to bee payed and diſburſed by me the ſayd T. S. for the ſayd T. B. in ſuch ſort as the ſame was appointed by the ſayd T. B. to be payd and diſburſed, In witneſſe &c.

An Acquitance of a recompence of Dower.

Sect. 490. THis bill &c. Witneſeth, that I D. B. &c. haue receiued and had on the day of the date hereof of G. H. of &c. the ſum of &c. due and payable to me the ſayd D. B. in the right of my wife at the feaſt of S. Mich. &c. after the date hereof, for the halfe years rent to her the ſayd I. due and payable in recompence of her dower, betweene the ſayd G. and the ſayd I. of which ſayd ſum of &c. ſo by me receiued, I the ſayd D. B. doe acknowledge my ſelfe fully ſatiſfied and payed, & thereof, and of euery part thereof doe clerely acquit, diſcharge, and exonerate the ſayd G. H. his heires, executors, and adminiſtrators, and euery of them by theſe preſents, In witneſſe &c.

An Acquitance of part of a debt.

Sect. 491. BE it knowne vnto all men &c. that I A. B. of R. in the county &c. haue receiued and had the day of the making hereof of R. W. of E. in the ſaid county yeoman, 6. li. &c. due to me on the feaſt day of &c. laſt paſt, before the date of theſe preſents, in part of payment of a greater ſum contained & ſpecified in a certaine writting obligatory, wherein the ſaid R. W. with others ſtand bound vnto me: Of which 6. li. &c. (As aboue.)

An Acquitance for creation money of an Earle.

Sect. 492. NOuerint vniuerſi per præſentes me G. Comitem S. adminiſt' bonorum et cattallor' G. nuper Comitis S. patris mei, filii et hæred' maſcul' F. nuper Comitis S. recepiſſe et habuiſſe die confectionis præſentiũ de T. C. armiger' nuper Vicecom. comitat. S. xl. libr' bonæ et legalis monetæ Angliæ, de viginti libr. annuis I. nuper Comiti S. et hær' ſuis maſcul', per dom. H. nuper Regem Angliæ ſextũ conceſs. Habend. et annuatim percipiend' de exit', profic', et reuerenc' com. S. per manus vic' eiuſd. com. pro tẽpor' exiſten', ad feſta Paſ. et S. Mich. per equal' porc'. De quibus quidem xl. li. pro duobus annis finit. ad feſtũ ſancti Mich. Arch. anno regni Reginæ nunc Eliz. xxxii. fateor me præfat. Comit. fore ſolut', dictumq; nuper Vic. inde acquietat' et exonerat' per præſentes, ſigillo meo ſigill'. Dat. x. die Febr, anno regni dictæ domin. Elizab. &c.

In

An Acquitance by a Vicar or Parſon to the Paſtor.

NOuerint vniuerſi &c. me A. B. Vicar' Eccleſiæ parochiæ de S. recepiſſe & accepiſſe die confectionis præſentiũ compot' finalẽ & totalẽ W.P. procurator' vicar. meæ præd', de omnibus recept', exitibus, ſolutionibus, & liberationibus præd' vicar' meæ ſpectantibus, de toto tempore quo dictus W. fuit procurator meus ibid'. Ita quod computat' computand' & allocat' allocand' ipſum W. & executores ſuos de quocunq; vlteriori compoto ratione præmiſſor' mihi reden', vſq; in diẽ dat' præſentiũ acquieto, libero, & exonero per præſentes. Sigillo meo ſigillat' &c. Sect. 493.

An Acquitance of Tenths and Subſidies paied to the Collector.

PRæſens ſcript' teſtatur, quod ego H. H. decimarũ & ſubſidiorum dom. Regis ſuper omnes perſonas eccleſiaſticas, & per totã Dioceſ. M. percipiend', collector & receptor general', ſufficienti authoritat' Epiſcopali fulcitus et legitim' conſtitut', recepi de G.W. rector' de Bridel pro decimis et ſubſidiis eiuſdem Eccleſiæ ſuæ dicto illuſtriſsimo noſtr' regi pro ann' domin' 1600. &c. ad feſtum Natalis dom' vltimo præteritum, debit' 18. li. de quibus quidem pecuniis fateor me ad vſum dicti dom. regis ſolut', et ipſum, et Eccleſ. ſuã prædict' penitus liberam et quietam per præſentes, manu mea ſubſcriptas &c. anno &c. Sect' 494.

An Acquitance made by an obligee.

OMnibus &c. F.S. ſalutem in domin' ſempiternam, Cum W. P. teneatur mihi præfato F. ac cuidam H.L. in decem &c. ſoluendis nobis aut vni noſtrum ad diuerſos terminos, prout in quadam obligatione defeſanc' ſuper eand' nobis inde confect' plenius continetur. Noueritis me præf. I. recepiſſe et habuiſſe die confection' præſentiũ de præf. Wil' viginti ſolidos &c. in parte ſolutionis x. prædict' libr', viz. pro termino Natal' domini proxim' futur', de quibus quidem xx. s. fateor me fore ſolutum, dictumq; W. hær' et execut' inde eſſe quiet' et exonerat' per præſentes, In cuius &c. Sect' 495.

A generall Acquitance with a prouiſo.

THis Bill made &c. Witneſſeth, That I H. W. &c. haue remiſed and releaſed vnto R. C. &c. all manner of actions, ſuits, debts, accompts, recogniſances, and all, and all maner of iudgements, executions, and demands, which I the ſame H. W. may, might, or ought to haue againſt the ſayd R. C. his heires or executors, for any matter or cauſe whatſoeuer, from the beginning of the world vnto the day of the date of theſe præſents. Sect' 496.

præſents. Prouided that the acquittance extend not to the extinguiſhment and determination of a certaine deed obligatory bearing date &c. made by one I. C. & the ſaid I. S. whereun the ſaid S. & I. ſtood bound vnto one I. S. B. W. A. B. & me the ſayd H. W. in the ſum of &c. In witneſſe &c.

A generall releaſe or acquitance, with a ſpeciall Acquitance therein contained.

Sect. 497. THis Bill made &c. Witneſſeth, that I R. F. haue receiued the day of the making hereof, of T. M. and W. his wife my mother, executrix of the laſt will and teſtament of E. F. deceaſed my father, all ſuch iewels, plate, hangings, houſhold ſtuffe, and all and euery other gifts, legacies, bequeſts, thing and things whatſoeuer they be to me the ſayd R. F. in any wiſe due by reaſon of a gift or will of the ſayd E. F. of the which iewels &c. vt ſupra. I the ſayd R. F. doe fully and clearely by this my præſent bill acquite and diſcharge the ſayd T. M. and W. their heires &c. And further I the ſame R. F. by this my præſent bill doe clearely remiſe, releaſe & quite claime for me, my heires, executors, and aſſignes to the ſayd T. M. and W. and euery of them, all and all maner of actions &c. In witneſſe &c.

An acquitance for money due by recogniſance.

Sect. 498. THis Bill &c. Witneſſeth, That I H. G. haue receiued the day of the date of theſe præſents of R. L. the ſum of &c. in the which he the ſayd R. ſtandeth bound vnto me in a certaine recogniſance in the Chancery, as by the ſame &c. of which ſayd ſumme of &c. and of euery part and parcell thereof, I the ſayd H. doe confeſſe my ſelfe well and truely contented, paied and ſatiſfied, and thereof and of euery part and parcell thereof doe by theſe præſents clearely acquite and diſcharge the ſayd R. L. his heires, executors and adminiſtrators for euer. In witneſſe &c.

An Acquitance for a legacy.

Sect. 499. BE it knowne &c. That we R. C. and A. my wife, daughter &c. haue receiued and had the day of the making hereof, of C. W. and W. P. executors of the teſtament and laſt will of T. R. xl. s. of &c. in full payment of xl. s. giuen and bequeathed by the ſayd T. R. in his ſayd Teſtament, of which ſayd ſumme of xl. s. in full payment and ſatiſfaction of all bequeſts and legacies to me giuen in the ſayd teſtament, we acknowledge our ſelues fully ſatiſfied, contented &c. Sealed with &c.

An Acquitance of money receiued in diſcharge of an annuity.

Sect. 500. BE it knowne &c. That I A. C. of &c. ſole executrix of the laſt will and teſtament of L. C. of S. &c. late my huſband deceaſed, haue receiued the

the day of the date hereof of I. P. of G. in the county of L. gent. the ſum of rl. li. of &c. for the full and cléere diſcharge and determination of one annuity or yearely rent of 8. li. of current &c. granted by E. W. vnto the ſayd L. C. my late huſband, to be taken and perceiued out of the manor of M. in the ſayd county of L. as by the déed indented thereof made, bearing date the &c. which ſayd annuity or yearely rent of 8. li. is to be determined and extinguiſhed vpon payment of the ſum of rl. li. by the ſayd I. P. his heires, executors or aſſignes vnto the ſayd A. C. his &c. as by the ſaid déed indented made betweene the ſaid L. C of the one party, and the ſaid E. W. of the other party, bearing date the day and yeare aforeſayd, more plainly it doth and may appeare. Of which ſayd ſum of rl. li &c. In witneſſe &c.

An Acquitance with a couenant to ſaue harmeleſſe.

BE it knowne &c. that I I. G. of &c. haue receiued the day of the making hereof of I. P. to the vſe of M. B. one ſtone Jugge couered and ſoted with ſiluer and guilded, and one glaſſe couered, ſoted, and alſo ribbed with ſiluer and guilded whereof I the ſaid I. G. doe couenant &c. the ſaid I. P. his executors, adminiſtrators, and aſſignes, & euery of them by theſe preſents cléerely to acquite, exoncrate and diſcharge, and the ſayd I P. his executors. adminiſtrators againſt the ſayd M. B. his heires & aſſignes by theſe preſents &c. Sealed &c. Sect' 501.

An Acquitance made by an Atturney,

VNto all men &c. A. D. ſendeth greeting, Know yee the ſayd A D. by vertue and authority of one writing or letter of Atturney made to me by R. S. to haue had & receiued the day of the date hereof of C. W &c. the ſum &c. wherein the ſayd C. did ſtand bounden to the ſayd R S. by his bill Obligatory, of which ſumme &c. ſo by me receiued, I acknowledge my ſelfe in the name of the ſayd R. truely and fully ſatisfied and paid, and thereof and of euery part and parcell thereof doe cléerely acquit and diſcharge the ſayd C. W. his heires, executors, and adminiſtrators and euery of them by theſe preſents. In witneſſe &c. Sect' 502.

Acquitance by Subſtitute or Deputie.

VNto all &c. R R. greeting. Where R. S. and ſo recite the firſt letter of atturney, And where alſo the ſayd A. D by vertue of the ſayd letter of atturney did by his writing vnder his hand and Seale conſtitute and appoint me the ſayd R. R. his lawfull deputy & ſubſtitute, to aſke &c. to the vſe of the ſayd R. S. And did giue me further authority to deale for him in the premiſſes, as by the ſame writing made to me by the ſayd A. D. Sect' 503.

appea.

appeareth. By vertue and authority whereof now know ye me the said R. R. to haue had &c.

Partition.

A Partition of lands discended.

See. 504. THis Indenture made the 1. day &c. betweene P. W. Citizen of London, and A. his wife one of the daughters & heires of W. R. late of London Mercer, and one of the sisters and heirs of T. R. which was sonne and heire of the sayd W. R. when he lined, on the one party, and J. R. widow sister of the sayd Anne, another of the daughters and heires of the sayd W. R. and another of the sisters and heires of the sayd T. R. and S. Citizen and Mercer of London, W. W. Draper and J. B. Draper, which were of late infeoffed by the sayd J. of the moity of a greater tenement or mesuage &c. and set and lying together in the parish of S. B. to the vse of the sayd J. and her heires on the other party, Witnesseth, that it is couenanted, granted, condiscended & agreed betweene the sayd parties, for a partition betweene them to be had and made of the inheritance of the said tenement and other the premisses in the sayd Parish, which discended to the sayd Anne and Joan in coparcenary, by and after the death of the sayd R. as well daughters and heires of the sayd R. W. as sisters and heires of the aboue named T. R. in maner & forme insuing. First it is couenanted & granted betweene the sayd parties & the sayd J. & her feoffées granted by these presents, that the sayd R. and A. in the right of the same Anne, shall haue for their part and purparty of the aforesayd lands and tenements &c. three dwelling tenements of the yearely value of 4. li. In one of the which sayd tenements T. D. Barber now dwelleth and inhabiteth, containing in it selfe 40. foot of assise of square &c. And in the other tenement of the three dwelleth one M. A. widow, and it containeth &c. And the third tenement is in the possession of A. R. &c. which sayd three tenements with the yards, kitchens, chambers, &c. in as ample and large maner and forme as the sayd persons now dwelling haue or occupy, or they or any other aforetime haue had or occupyed. The sayd P. and A. as in the right of the same A. shall haue and inioy to her and her heires, in full recompence and allowance of, and for her part & purparty, that to her belongeth or ought to belong, of all the sayd meases, lands, tenements &c. by and after the decease of the foresayd W. and T. and either of them, as one of the daughters and heires &c. And it is agreed betweene the sayd parties, and the said J. and her feoffées beene contented and pleased to accept and take in full recompense

recompence and allowance of, and for the part of the sayd I. of all the meases, lands, tenements, hereditaments and other the premisses aboue rehearsed, to the vse of the said I. and of her heires, one great tenement of the sayd three tenements containing &c. with the appurtenances, in as ample and large manner as T. C. gentleman now dwelling in the same or any other &c. And it is further fully agréed, couenanted, and granted betwéene the said parties by these presents, that at all times conuenient it shall be lawfull to either of them to enter into others part to them allotted, to doe reparations and other behoues necessary vpon the meases, lands, & tenements, to them severally allotted, in amending, building, or repairing: or otherwise, of, and vpon their owne parts of the sayd lands, tenements, &c. to them allotted and appointed by these presents. And ouer that it is agréed, couenanted, and granted betwéene the sayd parties, that all annuall rents, and services due to the Lord or Lords of the fée &c. shall be equally borne betwéene the sayd A. and I. and their heires and assignes, inhabiters of the same tenement &c. that is to say, either of them for their part and portion afore allotted &c. In witnesse &c.

An Indenture of Partition of lands purchased.

THis Indenture &c. witnesseth, That whereas one T.B. and the sayd T.B. iointly purchased to them and their heires for euer, of one T.P. of &c. diuers mesuages, lands, &c. with the appurtenances situate, lying and being in S. &c. And where afterwards in the life of the sayd T.B. viz. the xvi. day of M. &c. full and perfect diuision, seperation, and partition of all the sayd mesuages &c. and of all their estate in the same, was had and made by and betwéene the sayd T.B. and T.B. being both then present, at, in, and vpon the sayd mesuage &c. with the appurtenances in maner and forme following, that is to say, That the sayd T.B. should haue and inioy to him and his heires for euer, quietly from the sayd T.B. & his heires diuided in seueralty, and not in ioynture for his full and whole moitie, part, purparty, and portion of all & singular the sayd mesuages &c. and in allowance and recompence thereof, one house in S. in the tenure &c. with three doles &c. one other house &c. And that the sayd T.B. should haue and inioy to him and his heires for euer quietly from the sayd T.B. and his heirs for euer, diuided in seueralty, and not in ioynture, for his full and whole moity, part, purparty and portion of all and singular the sayd mesuage &c. and in full allowance, satisfaction, and recompence thereof, one house &c. Nevertheless for as much as some question, variance, and contention hath lately risen betwéene the sayd parties touching & concerning the quiet occupation of some part of the premisses: for the appeasing whereof, and for the extinguishment and vtter auoyding of all ambiguities, doubts, variances, and contentions, which hereafter might chance to arise, and sure con- Sect. 507.

 firmation

formation of the sayd partition so made as is abouesayd: And for a perfect and absolute partition and diuision to bee made of such parts and portions of the sayd messuages &c. as yet remaine vndiuided (if any such be) it is couenanted, granted, promised and agreed, by, and betweene the sayd T.B. & the sayd F. & A. their heires, executors, & administrators, and euery of them by these presents in manner and forme following, that is, the sayd F. and A. for themselues, and the heires &c. of the sayd F. doe couenant, graunt, promise &c. to and with the sayd T.B. his heires &c. that he the sayd T.B. his heires and assignes, and euery of them for euer, shall or may haue, hold, and quietly inioy from the sayd A. and F. and either of them, and the heires of the sayd F. for euer, diuided in seuerally and not in ioynture, for his full and whole moitie, part purpart, and portion of all and singular the sayd messuages &c. so by them the sayd T.B. & T.B. iointly purchased, as is afore sayd and in full recompence and satisfaction thereof, and of euery part thereof all and singular the sayd messuages, cottages, lands, and tenements, with the appurtenances, and euery part thereof, aboue by these presents recited, and to be allotted, appointed, or set forth for the moitie, part, purpart and portion of the sayd T.B. in, and by the sayd former partition, clearely acquitted, discharged, and saued harmelesse, of, and from all maner of bargaines, sales, gifts, grants, alienations, leases, mortgages, ioyntures, dowers, statutes, bonds, recognisances, rents, seruices, arrerages of rents and seruices, annuities, intrusions, fines, forfeitures, issues, amerciaments, iudgements, condemnations and incumbrances whatsoeuer &c. And the like couenants and grants on the other side, with couenants on either party for further assurance &c.

Partition amongst 4. Parceners.

fol. 506. THis Indenture Quadripartite made &c. Betweene H L. and M. his wife on the first party, C.H. and K. his wife on the second party, N.H. and A. his wife, late wife of N.S. deceased on the third party, and T.H. and M. his wife on the fourth party, Witnesseth, that where the mannors, lands, tenements, and hereditaments late of R.H. as in the right of A. his wife contained & specified in foure scedules indented annexed to these Indentures, are discended and come to the sayd N. now the wife of the sayd H.L. and K. now the wife of the sayd C.H. to A. now the wife of the sayd N.H. and to M. now the wife of the sayd T.H. as daughters and heires vnto the sayd A. And whereof there hath beene partition, seuerance and alotment seuerally made amongst themselues by assent of their friends of all the said mannors, lands, tenements and hereditaments betwixt the sayd H. and M. his wife, C. and K. his wife, N. and A. then his wife, now wife of the sayd N. and T. and M. his wife according to the lawes of this realme,

realme, and euery of the sayd husbands and wiues haue thereby a fourth part of the premisses, as was set downe in writting, as equally as might bee by them and their friends before the same so seuerally came to any of the sayd husbands and their wiues by the sayd partition and allotment: The contents of which writing purporting the seuerall parts, portions, and purparties of the sayd parties is contained in foure scedules indented hereunto annexed. And now the sayd H. L. and M. his wife, C. H. and E. his wife, N. H. and A. his wife, and T. H. and M. his wife, and euery of them for themselues and their heires, doe couenant and grant by these presents, for the better corroboration and confirmation of the sayd partition made, agréed, & assented to, in such maner and forme, as it was to, and with euery the other of the sayd parties and their heires, to stand to, and agrée to the same partition and allotment so made, and to permit and suffer the same to stand, remaine, and abide in full strength and force for euer. And that euery of them and their heires, not all onely to hold themselues contented with the sayd partition, and such part, portion, and purpartie, as to them is assigned, or come, or happened in seuerality to be holden, by reason of the sayd partition or allotment, but also that euery other of the sayd parties and their heires, shall haue and hold such part, portion, and purparty, as to them or any of them is assigned, commen, or happened in seuerality to bee holden by the same partition or allotment, whereof they, or any of them the day of the date hereof are seised in seuerality, by reason or colour thereof. And further, the sayd &c. vt supra, couenanteth and granteth, to and with euery other of them seuerally, their seuerall heires and executors, that euery of the sayd parties his wife and heires, for whom he or any of them couenanteth by these Indentures, shall as farre as in them, or any of them lyeth, or shall lye, or be, and at such time and times as the law will suffer, admit, and accept, during three yeares next ensuing the date hereof, doe, cause, knowledge, and suffer to bee done, all and euery such thing and things, act and acts, be it by fine, recouery, release, confirmation, this déede or any other to be inrolled, or otherwise, as shall be reasonably aduised or deuised, for the full and perfect assurance of the sayd seuerall portions and purparties, to make the sayd partition perfect and firme, and to indure for euer, according to the due order of the law, and according to the intent and true meaning of the sayd parties. And furthermore, the sayd &c. vt supra, seuerally couenant and grant, to and with euery other of them their seuerall heires or assignes, that they shall or may haue and enioy their sayd seuerall portions and purparties of the premisses fallen or happened by their sayd partitions or lot, or in their sayd scedules hereunto annexed contained, from time to time for euer discharged, acquited, or saued harmelesse, of all former bargaines, sales, leases, charges, and incumbrances, had, made, done, or suffered

by any of them, chargeable, or to be charged hereafter, or intended to bee charged or chargeable by this couenant. And that euery of the sayd coparceners, their husbands, and heires, shall permit and suffer the other their heires and assignes, to haue, take, and enioy all euidences, deeds, and writings onely concerning such manors, lands, tenements, and hereditaments, as is so allotted to any of the sayd coparceners in partition, and the true copies of all other euidences and writings concerning their sayd portions and purparties to them allotted, or any part thereof and any other lands or tenements, at the costes of the writting of such copies of them that will demand the same. the deliuery of such euidences, deeds, writings, and copies to bee made within the space of two yeares next after the demaund thereof. Moreouer the sayd &c. that is to wit, euery of the sayd parties seuerally for themselues, & their heires, executors, & assigns, couenanteth & graunteth, to & with euery of the other of the sayd parties seuerally, their heires, executors, and assignes, that euery of the sayd parties, his wife and their heires, for whom he or any of them couenanteth by these presents, shall permit and suffer peaceably and quietly euery one of the other sayd parties or coparceners, their heires, executors, and assignes, to haue free ingresse, egresse, and regresse, way and passage, into, and from their seuerall portions, parts, & purparties of the premisses contained in the said scedules hereunto annexed, to the which they cannot come or haue passage through their owne ground to them, as afore sayd allotted, from the common way, in, by, and through such ground and part of the premisses, to any other of the sayd coparceners allotted or fallen by the sayd partition, as shall most conueniently serue for the same way and passage, and as may be least hurtfull to them of the sayd parties, ouer any part of whose portion, part, or purparty of the premisses such passage or way shall be had or made. In witnesse whereof to the first part of these Indentures towards the said H. L. and M. his wife remaining, the sayd T. H. and R. his wife, T. H. and A. his wife, and T. H. and M. his wife, haue set their seales &c. to the second part of these Indentures &c.

In this scedule indented Quadripartite, is contained and specified the part, portion, and purpartie of the mannours, lands, tenements, and hereditaments late of R.H. as in the right of A. his wife, which by partition, seuerance and alotment did fall, and were allotted to H.L. and M. his wife.

Inprimis the kitchin and boulting house &c.

Item a Close called water Croft &c. And so of euery of the sayd Coparceners.

A partition betweene Coparceners.

THis Indenture made &c. Betweéne R. G. of &c. and A. his wife on the one party, and E. S. and E. his wife on thother party, Witnesseth, that where diuers and sundry messuages, lands, tenements, and hereditaments in S. and T. &c. bee descended and come to the sayd A. and E. as to the two daughters and one heire of W. T. their father deceased, since whose death the sayd A. hath taken to husband the aforesayd R. G. and the sayd E. and the sayd E. S. who haue holden and inioyed, and yet doe hold and inioy the sayds messuages, lands, tenements, and hereditaments in coparcenarie, as in the right of the sayd A. and E. Now the sayd parties for diuers good causes and considerations them specially moouing, haue made partition, separation, and diuision of the premisses, and by these presents doe make diuision, partition, and separation of all the sayd lands, tenements, hereditaments, and other the premisses, in manner and forme following. First, it is couenanted, granted, concluded, and agréed betweéne the sayd parties: And the sayd E. S. and E. his wife, for themselues, their heires, executors, and administrators, doe couenant, grant, conclude, condiscend, and agrée to and with the sayd R. G. and A. and the heires of the sayd A. and his heires and assignes by these presents, that they the sayd R. and A. and the heires of the sayd A. shall haue, occupy, and inioy for his and their part, purparty, and portion, of all the sayd messuages, lands, tenements, and hereditaments in S. and T. aforesayd, one messuage &c. and rehearse all the parcels. And also all such other messuages &c. whatsoeuer they bee in S. aforesayd, which by any way or meanes are descended and come vnto the sayd A. and E. from the sayd W. their father, A like couenant that E. S. and E. shall inioy the lands in T. with a couenant on either part to make further assurance. And forasmuch as the lands, tenements, and hereditaments in T. aforesaid, set forth & allotted for the part, purparty and portion of the sayd E. & her heires, and is to bee assured vnto the sayd E. and E. his wife, and to the heires of the said E. according to the couenants in the Indenture, doe amount to a more yearely sum or rent than the sayd lands, tenements, and hereditaments in S. aforesayd, set forth and allotted *vt supra*. The sayd E. and E. his wife, for themselues, their heires, executors, and administrators in consideration thereof, doth by these presents couenant to pay the sayd R. and A. ten shillings of lawfull &c. In witnesse &c. Sect. 507

A partition betweene Ioyntenants.

THis Indenture tripartite made &c. Betweene A. B. and C. A. of the first party, and B. of the second party, and E. of the third partie,

Witneſſeth, that it is couenanted, granted, and agréed betwéen and amongſt the ſayd parties, and euery of them for himſelfe, his heires, executors, and adminiſtrators, by theſe preſents doth ſeuerally couenant, grant, and agrée to and with thother, his heires & executors in maner and forme following. Firſt, that where the parties before this time haue ioyntly brought to them and to their heires of A. B. the manno: of D. &c. for the purchaſe wherof the ſayd parties haue and muſt pay the ſumme of &c. Now it is couenanted, granted, and agréed betwéene the ſayd parties, and the true intent and meaning of euery of them is, that for aſmuch as euery of the parties aboue mentioned doth and muſt pay the full and whole third part of the ſaid ſumme of money aboue mentioned, That if it ſhall fortune (as God forbid) any of the ſayd parties aboue named to die before any partition or ſeuerance to bée had or made amongſt them, ſhall haue, occupy, and receiue all rents, profits, and commodities of the ſayd manno: and other the premiſſes, in as ample and large manner and forme, as he or they ſhould haue done, if hee or they that ſhall ſo die, had liued and béene liuing. Furthermore, it is couenanted, granted, and agréed betwéene and amongſt the ſayd parties, that if it bée, that one or two of the ſayd parties ſhall happen to die before partition or ſeuerance made of the premiſſes: That then hée or they that ſhall ſuruiue, and his or their heires at all time and times within three yeares next after the death of him or them that ſhall ſo die, ſhall doe and ſuffer to be done, all and euery ſuch thing or things, act or acts, for the aſſurance and ſure making of the third part of the ſayd manno: of D. with thappurtenances, to the heires and aſſignes of euery of them, that ſo ſhall fortune to die before partition, as ſhall be reaſonably deuiſed or aduiſed by the ſayd heires of him or them that ſhall ſo die, or by his or their learned counſell, be it by fine &c. or otherwiſe, at the coſts and charges in the law of euery ſuch perſon or perſons that ſhall require any ſuch aſſurance. And ſo other couenants as is agreed.

Partnerſhip.

Society or ioynt occupying.

Sect. 509. THis Indenture &c. Betwéene I. T. and E. M. Citizens and Haberdaſhers of L. on the one party, and I. B. and R. I. of the ſame Citie Grocers on the other party, Witneſſeth, that whereas at the day of the making hereof, it is accorded, couenanted &c. betwéene the ſayd parties, and either of the ſame parties, by himſelfe, for his owne part couenanteth for himſelfe &c. to the other, that they and either of them ſhall ioyntly as partners occupy together, aſwell in buying, as ſelling of all manner goods, wares,

wares, and Marchandizes, as by factorship, alienation, exchange, and otherwise, aswell beyond the Sea, as on this side, viz. from the day of the making hereof, vnto the end and terme of fiue yeares then next following, and fully to bee complete and ended, during which time or terme, either of the sayd parties shall be iust, faithfull, and true to the other in buying and selling, and otherwise, as is aforesayd. And all such lucre, profit and increase, gaine, aduantage, & winning as shall come and grow in buying and selling, any goods, wares, or Marchandizes, and otherwise during the sayd terme, shall be equally parted and diuided betweene the sayd parties, viz. either of them to haue his iust and true portion or part of the gaines aforesayd, & at all times within the sayd terme when it shall please either of the sayd parties to giue admonition or warning to the other, then either of them to make other a iust and true reckoning and accompt of the buying and selling of all manner wares, goods, Marchandizes, and otherwise, as is aforesayd, and of the increase and aduantage that shall come and grow of the same. And also it is couenanted and agreed betweene the said parties, that if either of the sayd parties at any time within the sayd terme, happen to lose by debts, casualtie, or otherwise, any part or parcell of the occupying in buying and selling of any goods, wares and marchandizes, or otherwise, in maner and forme as is aforesayd, so that it be not by negligence, colour, or fained pretence, and that immediately proued, that the same losse be borne equally betweene either of the sayd parties. And also it is couenanted, concluded and agreed betweene the sayd parties, and either of them for his owne part permitteth, couenanteth, and granteth to the other, that if any of them within the sayd terme, which at this present time are not espoused, happen hereafter to espouse and marry a wife: that then forthwith it shall be at the will and pleasure of the other, whether the party so espoused or married shal any longer continue as partner, according to the tenor and forme aboue rehearsed. And also it is agreed, that if either of the parties happen (as God defend) at any time within the sayd termes to die, then the executors or administrators of the goods and chattels of the party so deceased, shall truely without any couine or guile, make a iust and true account, and ready payment and deliuerance of all such increase and gaines, as then shall bee remaining to the lyuing. And moreouer it is couenanted and agreed betweene the sayd parties, That if either of them be found vntrue in his reckoning and account, contrary to the true meaning of this present Indenture, to the value of xx. shillings sterling, then the sayd party so found defective, to forfeit and pay to the other C. li. sterling, without any delay, according to the tenor and true meaning of this present Indenture. And to all and singular couenants, promises, conditions, and paiments aforesaid, on either part to be truely without couin or fraud obserued, performed, fulfilled

fulfilled and kept, in maner and forme aforeſayd, either party for him, his heirs executors, &c. bindeth himſelfe to the other, in the ſum of CCC. pound ſterling, well and truely to be payed by theſe preſents, In witneſſe, &c.

Couenants of Partnerſhip, or ſociety in trade.

Sect. 510.

THis Indenture made &c. Betweene I. W. citizen and Clothworker of L. of the one party, and T. B. citizen and Clothworker of London on the other party, Witneſſeth, that whereas the ſayd I. W. and T. B. haue occupyed together as coparceners and parting fellowes, in all manner of buying, bartering, and bargaining, ſelling and doing of, and with their ſeuerall ſtockes, and of, and with diuers and ſundry other goods, wares, and marchandizes taken vpon their credite, and of, and with all their increaſe and gaines that hath riſen or growne by reaſon of their occupying. Except a particular trade of occupying for Steele, which the ſaid I. W. hath occuppyed ſeuerally by himſelfe: And alſo except one other ſeuerall trade of retayling, which the ſayd T. B. hath ſeuerally occupied within the ſhop of his dwelling houſe of W. in the Citie of London from the firſt day of I. which was in the firſt yeare of &c. vnto the firſt day of I. now laſt paſt. And whereas alſo the ſayd I. W. and T. are now contented, condiſcended, and agreed to occupy together as coparceners and parting fellowes, in all the trades and occuppying aforeſayd, of, and with all maner of marchandizes (except the ſayd trade of occupying Steele) from the day of the date of theſe preſents, vntill the feaſt of the birth of our Lord God, which ſhall bee in the yeare of &c. Whereupon it is couenanted &c. in manner and forme following, that is to ſay: that hee the ſayd I. W. and his ſeruants haue & hath from time to time ſithence the beginning of this coparcenerſhip, truely and honeſtly vſed, imployed, and occuppyed all manner of ſuch trades, doings, and occuppying, as from time to time haue or hath come to their hands, vſages, or doings, to the moſt profit and aduantage of this ioynt occuppying, that hee or they could deuiſe, without any manner of fraud or couin, and in ſuch good, true, honeſt vſing, occuppying and imploying of all maner of trades & doings concerning this coparcenerſhip ſhall from time to time continue, vntill the ſayd feaſt of &c. And that the ſayd I. W. and his ſeruants, ſhall from time to time during the ſaid terme, at, & vpon the lawfull & reaſonable requeſt of the ſayd T. B. his executors, & aſſignes, or ſeruants, make & declare, or cauſe to be made & declared vnto the ſaid T. B. his executors, and aſſignes, or ſeruants a true, iuſt, and perfect accompt and reckoning in writing, of all the whole occuppyings, buyings, ſellings, bargainings, & doings, which the ſaid I. W. or his ſeruants haue or hereafter before the time of the ſayd requeſt ſhall haue occupied, bought, ſold, bargained, borowed, or exchanged, concerning this ioynt occuppying: By which

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accompt aswell the names, sirnames, sum, and sums of mony, & qualit y and qualities, of wares, and marchandizes, so by him or them bought, sold, bartred, borrowed, or exchanged, concerning this ioynt occupying, as the true, iust, and perfect estate of their ioynt occupying, may plainely, truly, and euidently appeare to the sayd T. B. his executors, and assignes, or seruants. And further, that all maner of clere increase & gaines that shall rise come, and growe by reason of this ioynt occupying, shall bee from time to time diuided betweene the sayd parties, part & portion like. And further, that he the sayd I. W. his &c. shall for his part, pay and beare all his owne proper costs & charges, of house keeping, house rent, apparell, subsidies, & fiftenes, and that towards all the same, he the sayd I. W. his executors, administrators, or assignes, shall not in any one yeare take or spend out of their ioynt occupying, aboue the summe of 150. li. at the most. And further, that he the sayd I. W. his &c. shall from time to time pay & beare the moity of all such losses as shall happen by misfortune of the sea, euill debtors, or otherwise, touching or concerning the ioynt occupying. And further, that the sayd I. W. hath not heretofore done, or suffered to be done, nor shall at any time hereafter during his coparcenership, do or suffer to be done, any maner of act, fact, deed, or thing, which is, shall, or may bee any maner of damage, hurt, or losse to the stocke of the sayd T. B. or to their ioynt occupying, or whereby the ioynt occupying shall or may decrease, or bee deminished, without the consent and agreement of the sayd T. B. his &c. first obtained in writing. And further, if the sayd T. B. happen to dye or depart out of this mortall world before the sayd feast of the birth of our L. God, which shall bee &c. that he the sayd I. W. or his assignes, within one Monsth next after lawfull request to him or them to bee made by the executors, administrators, or assignes of the sayd T. B. shall not onely make and declare to the same executors, administrators, &c. a true, iust, and perfect accompt, and reckoning in writing, of all the estate of this ioynt occupying and coparcenership, whereby the names and sirnames, of all and euery debtors and creditors, and the quantitie of goods, wares, money, and merchandize, then being or belonging to this ioint occupying or coparcenership, shall & may plainely, truely & euidently appeare to the same executors, administrators, or assignes, but also make a true & perfect deliuery & assignment to the sayd executors, administrators, or assignes of the sayd T. B. of the moitie, or one halfe part of all such goods, wares, money, merchandize, and debts, as vpon the sayd accompt shall appeare to bee remaining or belonging to the sayd coparcenership, ouer & besides such debts, as the sayd coparceners shall then owe, or be indebted in, by reason of their ioint occupying, in as large & ample manner, as if the coparcenership had bin ended, & the said T. B. remaining alue. And that the assignement of such debts as

shall

ſhall be allotted to the ſayd executors or adminiſtrators of the ſayd T. B. ſhall be made, conueyed, and aſſured to the ſame executors or adminiſtrators of the ſame T. B. in ſuch maner and forme, & by ſuch reaſonable conueyance as by the learned counſell of the ſame executors or adminiſtrators, of the ſame T. B. ſhall be deuiſed, or aduiſed. And further, that if the ſayd T. B. doth liue vnto the ſayd feaſt of the birth of our Lord God which ſhall bee &c. that then the ſayd I. W. and his ſeruants then being, within one Moneth after lawfull requeſt to him or them by the ſayd T. B. ſhall make and declare ſuch like, true, and perfect accompt, reckoning, and things, and to all intents and purpoſes, to the ſayd T. B. or his aſſignes, as is aboue limited or mentioned, to be made or aſſigned to his executors or adminiſtrators of the ſayd T. B. if he ſhould happen to die, as is aforeſayd. And likewiſe the ſayd T. B. for himſelfe &c. That hee the ſayd T. B. and his ſeruants, haue and hath from time to time, ſithence the beginning of this coparcenorſhip, truely, and honeſtly vſed, occupyed, imployed, all manner of ſuch trades and doings &c. *vt ſupra on the part of I. W.* In witneſſe &c.

Exchange.

A Grant of Exchange.

Sect. 511. THis Indenture tripartite made &c. Betweene the right Honorable ſir W. W. knight, Lord W. of the one party, and W. S. Eſquire on the ſecond party, and R. G. of H. in the County of E. on the third partie, Witneſſeth, that the ſayd Sir W. W. and W. S. haue giuen, granted, and by theſe preſents doe giue and grant vnto the ſayd R. G. iii. acres and halfe an acre, and alſo one rod or pearch of land, parcell of their manor of D. H. and C. in H. aforeſayd, in one field called &c. betweene &c. To haue and to hold the ſayd iii. acres and a halfe, and the ſayd pearch of land to the ſayd R. G. his heires and aſſignes for euermore in exchange, for two pieces of land of the ſayd R. G. containing like quantity of land, lying in &c. aforeſayd, in the ſayd H. whereof one peece lyeth betweene &c. And the ſayd R. G. hath giuen and granted, and by theſe preſents doth giue and grant vnto the ſayd L. W. and W. S. the ſaid two peeces of land, To haue and to hold the one moity of the ſayd two peeces of land to the ſayd L. W. his heires and aſſignes for euermore: And to haue and to hold the other moity of the ſayd two peeces of land to the ſayd W. S. his heires and aſſignes for euermore in exchange of, and for the ſayd iii. acres and an halfe acre, and a rod or pearch of land. Prouided alwayes, and euery of the ſayd parties for them, their heires and aſſignes doe grant and agree by theſe preſents, that if it fortune any of the lands before rehearſed to be euicted or taken away,

way, out of the possession of any of the sayd parties, their heirs or assigns by any person or persons, by any former right or title, so that the exchange cannot continue, or if the heires or assignes of the sayd L. W. and W. S. or the wife of the sayd W. S. or any of them doe disagree to the foresayd exchange, by entry into the premisses, or into any part thereof, or by any other meanes: That then and from thencefoorth the sayd gift and grant in exchange, and of euery of the parties of the premisses shall be vtterly void, and of none effect. And that then it shall be lawfull to euery of the sayd parties, their heires and assignes, after such euiction or disagreement had, to reenter into euery of their sayd former lands, and the same to haue againe and inioy in their former estate: This Indenture in any manner of wise notwithstanding. In witnesse whereof to the one part, &c.

Grants in exchange.

THis Indenture made &c. Betweene the right honorable T. S. &c. of the one party, and R. H. of S. in the county of C. of the other party, Witnesseth, that it is couenanted, granted, concluded, and by these presents agreed betweene the sayd T. S. &c. and R. H. in manner and forme following: that is to say, the sayd T. S. hath giuen, granted, and confirmed, and by these presents doth fully and clearely giue, grant and confirme to the sayd R. H. and to his heires and assignes for euer in exchange, for certaine lands, possessions, and hereditaments, late parcell of the landes and possessions of I. L. attainted and conuicted of high Treason, with all such auoidances, presentations, nominations, free disposition, and right of patronage of the parish Church of S. aforesayd. And also all and singular his messuages, milles, toftes, cottages, lands, tenements, meadowes, moores, closes, pastures, commons, walks, heaths, hedges, woods, vnderwoods, rents, reuersions, seruices and all other hereditaments, liberties, perquisites, commodities, profits, and appurtenances, had, knowledged, accepted, reputed, or vsed, as part, parcell, or member of the same manner of S. or in any manner of wise belonging or appertaining to the same manor. All which said manors, lands, tenements, and hereditaments, and other the premisses, the sayd T. S. lately had to him, and to his heires, of the gift and grant of Sir R. A. knight deceased, and of D. C. gentleman, had, and purchased to them and their heires for euer, of the late King of famous memory king Henry the eighth, as by certaine letters Patents thereof made to the sayd Sir R. A and D. C. and to their heires, bearing date &c. in the xxx. yeare &c. more at large shall and may appeare. To haue and to hold the sayd Lordship, manor, messuages, milles, tofts, cottages, lands, tenements, meadowes, closes, pastures, commons, heathes, moores, marshes, woods, vnderwoods, rents, &c. and all other the premisses, with their appurtenances in

Sect. 512.

exchange

erchange, as is aforeſayd, to the ſayd R. Y. his heires and aſſignes, to the onely vſe and behooſe of the ſayd R. Y. his heires and aſſignes for euer. All which ſayd manno⁊, meſſuages, lands, tenements, and other the premiſſes, the ſayd T. S. for him, his heires and executo⁊s, couenanteth, and granteth by theſe preſents, to and with the ſayd R. Y. his heires, executo⁊s, and adminiſtrato⁊s, to be of the clére yearely value of tenne pound, ouer and aboue all charges and repriſes, and ſo ſhall o⁊ may continue without fraud o⁊ couin. And alſo the ſayd T. S. for him, his heires &c. to, and with the ſayd R. Y. and his heires, that the ſayd mano⁊s, lands, tenements, and all other the premiſſes, and euery parcell thereof, now be clérely eronerated and diſcharged of all and euery former bargaines, ſales, willes, ſtatutes of the Staple, ſtatute Marchants, Recogniſances, and of all other charges whatſoeuer they be, in any wiſe had o⁊ made by the ſayd T. S. o⁊ by any of them, o⁊ by any other perſon o⁊ perſons for them, in their right, o⁊ by the procurement of any of their leſſees for terme of yeares, whereupon the old and accuſtomed rents o⁊ more beene reſerued, and the rents and ſeruices from thenceforth due to the chiefe Lord and Lords of the fée o⁊ fées thereof onely excepted. And alſo the ſayd T. S. hath clérely giuen and granted, and by theſe preſents doth giue and grant to the ſayd R. Y. and to his heirs, all and ſingular euidences, déedes, charters, writings, and muniments, concerning onely the premiſſes, o⁊ any parcell thereof, as now be in the hands & poſſeſſion o⁊ cuſtody of the ſayd T. S. o⁊ to any other to his vſe, o⁊ by his deliuery. All and ſingular which ſayd euidences, déedes, charters, writings, and muniments, the ſayd T. S. for him, his heires & executo⁊s, couenanteth and granteth by theſe preſents, to and with the ſayd R. Y. his heires, executo⁊s, and adminiſtrato⁊s, to deliuer o⁊ cauſe to be deliuered to the ſayd R. Y. his heires, executo⁊s, o⁊ aſſignes, within the ſpace of one yeare next inſuing the date hereof. In conſideration of all and ſingular the ſayd erchange, couenants, grants, and agréements before in theſe preſents recited & ſpecified on the part and behalfe of the ſayd T. S. to be well and truely executed performed, obſerued and kept, the ſayd R. Y. hath likewiſe giuen, granted, and confirmed, and by theſe preſents doth giue, grant, and confirme to the ſayd T. S. and to his heires and aſſignes for euer in erchange, for the ſayd mano⁊ of S. with the appurtenances, & all and ſingular the premiſſes before ſpecified, all that his paſture and cloſe called S. with the appurtenances, being diuided into three parts, and lying &c. And alſo thoſe his three weares vpon the Thames now caſt downe, lying betwéen I. and S. together with the waterbankes, and ſeuerall piſcaries with their appurtenances, commodities & profits. To haue and to hold the ſayd cloſe and paſture with the appurtenances, weares, waters, bankes, and ſeuerall piſcaries with the appurtenances, to the ſayd T. S. his heires and aſſignes, to the onely

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vse and behoofe of the sayd T. S. his heires and assignes for euer. All which premisses last recited and giuen by the sayd R. H. to the sayde T.T. in exchange, as is aforesayd: The sayd R. H. for him, his heires and executors, couenanteth and graunteth by these presents, to and with the sayd T. S. his heires, executors, and administrators, to bee of the clere yearely value of tenne pound, ouer and aboue all charges and reprises, and so shall or may continue without fraud or couine. And the sayd R. H. for him, his heires and executours, couenanteth and granteth by these presents, that all and singular the close and pasture, weares, waterbankes, and seuerall piscaries, and euery parcell thereof, now bee clearely exonerated and discharged of all and euery former bargaines, sales, willes, Statutes of the Staple, Statutes Merchant, Recognizances, and of all other charges whatsoeuer they bee, in any wise had or made by the sayd R. H. or any other his auncestours, or by any such person or persons of whome the sayd R. H. had or purchased the same leases for tearme of yeares, whereupon the old and accustomed rents or more bee reserued, and the rents and services from thencefoorth due to the chiefe Lord or Lords of the fee and fees thereof onely excepted. And also the sayd R. H. hath clerely giuen and graunted, and by these presents doth giue and graunt to the sayd T. S. and to his heires, all and singular euidences, charters, deedes, writings and muniments, concerning onely the sayd close and pasture, weares, waterbankes, and seuerall piscaries, or any parcell thereof, as now bee in the hands and possession or custody of the sayd R. H. or any other to his vse, or by his deliuery. All and singular which sayd euidences, charters, deeds, writings, and muniments, the sayd R. H. for him, his heires, and executors couenanteth and graunteth by these presents, to and with the sayd T. S. his heires, executors, and administrators, to deliuer or cause to bee deliuered to the sayd T. S. his heires, or assignes, within the space of twelue yeares next insuing thinsealing of these presents. And furthermore the sayd T. S. for him, his &c. to and with the sayd R. H. his heires and executors, that forasmuch as the sayd close and pasture, weares, and other the premisses before mentioned in these presents, and giuen in exchange by the same R. H. doe exceed the yearely value of the sayd manner, lands, tenements, and other the premisses giuen in exchange to the sayd R. H. and his heires, by the sayd T. S. That therefore for the equality of the sayde exchange, the sayd T. S. his heires executors or assignes, shall content and pay, or cause to be contented and payd to the sayd R. H. his heires &c.

As

An Exchange.

Sect' 513. SCiant præſentes & futur', quod ego W.A. armig', dedi, conceſsi, & hac præſenti charta mea indentata confirmaui I.S. Militi, duas partes manerii mei de O. in Com' N. cum omnibus, natiuis meis & eorum ſequela, tam procreat' quam procreand', vna cum omnibus terris, tenement' reditibus, ſeruitiis, libertat', ac duobus molend' vnde vnum ventriticum & aliud aquaticum cum ſect' multur', tam liberor' quam natiuor' cum partis, paſtur', viis, ſemitis, ripar', aquis, piſcar', ſtagn', viuariis turbar', gard', cur ilag', homag', ward', maritag', communiis, boſcis, ſubboc. warrenn', moris, mariſc. releuiis, eſcheat', cur', & ſect. cur', cum viſ. francipleg', cum omnibus aliis ſuis iuribus pertinen', conſuetud', libertat', & commoditat. quibuſcunq; eidem maner. ſpectant': Dedi etiam & conceſsi eidem I.R. aduocation. eccleſiæ de G. prædict. manerio ſpectant', necnon reuerſionem tertiæ partis prædict. maner', quam A. mater mea tenet nomine dotis ſuæ cum acciderit poſt deceſſum eiuſdem A. Habend. & tenend. prædict. duas partes maner. prædict', cum omnibus natiuis meis &c. *vt ſupra*, cum aduocatione eccleſiæ prædict', ac reuerſion' tertiæ partis maner. prædict. cum acciderit præfat. I.S. & hæred. & aſsign. ſuis imperpetuum in excambio pro manerio ſuo de H. in com. N. quod ego habeo ex dono & feoffamento prædict. I.S. per excambium prædict', de capitalibus dominis feodi illius, per ſeruitia inde debit', & de iure conſuet', ſub forma & conditione ſequent', viz Quod ſi prædict. maner. de H. cum ſuis pertinentiis, vel aliqua inde parcell. impoſterum de me, vel hæred. meis, aut de meis aſsign. iuſto titulo ex antiquo tempore mot. vel mouend. per legis proceſſ. & iudicium in Cur. dict. Reg. redd. ſiue reddend. recuper', aut per ſtatutum ſtapul', vel mercator', recognit', vel conceſsion', ante hoc tempus per poſſeſſores dicti maner' de H. fact. ſiue cognit', ſeu aliquo modo oneretur ſiue extendetur, extunc bene liceat mihi præfato W. hæred' & aſsign' meis in maner' de O. cum omnibus natiuis &c. vna cum aduocat' & reuerſion' prædict. reintrar' & ea rehabere & retinere, vt in ſtatu ſuo priſtino, hac præſenti charta mea indentat' & ſeiſin' inde deliberat' vllo modo non obſtante. Et ego vero prædict. W. & hæred' mei prædict. maner' de O. cum omnibus natiuis &c. vna cum aduocat' &c. ac reuerſ. tertiæ partis cum acciderit præfat. I. hæred' & aſsignat' ſuis in forma quod contra omnes homines warrant' & imperpet' defendemus per præſentes. In cuius rei &c.

An Exchange.

Sect. 514. THis Indenture made &c. Betweene Sir E. A. and dame M. his wife on the one party, and I. N. of &c. and W. his wife on the other party, Witneſſeth,

Witneſseth, that where the ſayd ſir E.A. and M. ſtand ſeiſed of, and in the manor of M. and of one capitall meſuage called E. and the ſcite and demeane of the late diſſolued monaſtery of E. in the Countie of W. & of diuers meſuages, lands, tenements, and hereditaments in E. S. A. and B. in the ſayd County of W. And where alſo the ſayd I. N. is and ſtandeth ſeiſed, of, and in the mannors of H. and M. and of diuers other meſuages, lands, tenements, and hereditaments in H. in the ſayd county of M. which manor, lands, &c. in the county of W. the ſayd ſir E. A. and I. N. are agreed ſhall bee aſſured and conueyed, part thereof to the ſayd I N. and W. and to the heires of the ſayd I. N. and another part thereof to the ſayd I. N. and his heires, in manner and forme, and vpon condition hereafter in theſe preſent Indentures mentioned. And that likewiſe the ſayd mannors of H. and M. and other the lands and tenements aboue mentioned in H. in the county of M. (except hereafter excepted) ſhall bee aſſured and conueyed to the ſayd ſir E. and M. in manner and forme, and vpon condition hereafter in theſe Indentures expreſſed. And therefore now in accompliſhment of the ſayd agreement, and in conſideration of the ſumme of &c. to the ſayd ſir E. by the ſayd I. N. payd, the ſayd ſir E.A. and M. haue giuen, granted, bargained and ſold, and by theſe preſent Indentures doth giue, grant, bargaine, and ſell to the ſayd I. N. and W. and to the heires of the ſayd I. all thoſe two cloſes lying neere to G. in the ſayd county of W. aforeſayd, now or late in the tenure and occupation of E. S. gent. and all thoſe cloſes or grounds parcell of the demeanes of the ſayd late diſſolued Monaſtery, knowne by the name or names of &c. being part of the demeanes belonging to the ſayd late diſſolued Monaſtery of E. with the appurtenances, To haue and to hold the ſayd cloſes, meſuages, lands, tenements, and hereditaments and other the premiſſes in the ſayd County of W. laſt before mentioned to the ſayd I. N. and W. and to the heires and aſſignes of the ſayd I. for euer, to the vſe of the ſayd I. N. and W. and to the heires and aſſignes of the ſayd I. N. for euer. And alſo the ſayd ſir E. A. and M. for the conſideration aforeſayd, haue giuen and granted, bargained and ſold, and by theſe preſents doe giue, grant, bargaine and ſell to the ſayd I. N. all that the mannor of M. with thappurtenances in the ſayd county of W. and the ſayd capitall meſuage called E. and the ſayd demeanes of the ſayd late diſſolued Monaſtery of E. in the ſayd county of W. and all and ſingular their and either of their meſuages, lands, farmes, tenements, rents, reuerſions, ſeruices, and hereditaments, with thappurtenances in E. in the ſayd county of W. now or late in the tenure and occupation of R. G. and of I. B. or of either of them: Alſo all thoſe cloſes, lands, woods, and grounds, meadowes and paſtures whatſoeuer late of I. C. and F. or either of them aforeſayd, called or knowne by the name or

names

names of &c. and also all other their and either of their messuages, cottages, mils, douehouses, lands, tenements, meadowes, pastures, feedings, woods, underwoods, commons, waste grounds, moores, heathes, sheepewalkes, waters, poles, fishings, rents, reuersions, and all their courts, leets, profits, and perquisites of courts and leets, waines, estraies, liberties, priuiledges, iurisdictions, prerogatiues, profits, commodities, emoluments, and hereditaments whatsoeuer, with all and singular their appurtenances in the parish of C. &c. and all their estate, right, title, interest, claime, property and demand whatsoeuer, of, in, to, or out of the sayd manors and premisses with &c. in the sayd county of W. or of, in, to, or out of any part or parcell thereof. And all the deeds, euidences, charters and writings, touching or concerning onely the sayd manor of P. and other the aforesayd premisses before in these presents mentioned in the sayd County of W. or onely any part or parcell thereof. To haue and to hold the sayd manor, site, lands, tenements, hereditaments, and all other the premisses in the sayd County of W. before in, or by these presents giuen, granted, bargained and sold, or mentioned to bee giuen, granted, bargained and sold to the sayd I. N. with all and singular their appurtenances to the sayd I. N. his heires and assignes to the vse of the sayd I. N. for euer. And the sayd I. N. in consideration hereof, and for the summe of &c. *vt supra ex parte I.N. mutatis mutandis.* And also his swanne marke and all his swannes, being or vsing in and vpon the riuer of T. and C. or in any other place within the counties of P. H. and B. or any of them, and all his estate, right, title, interest, claime, property, and demand whatsoeuer, of, in, to, or out of the said manors and premisses in the sayd County of P. or of, in, or to any part or parcell thereof, together with all and singular the deeds, euidences, charters, writings, escripts and muniments, touching and concerning onely the premisses in the sayd county of P. or any part or parcell thereof (except and alwayes reserued vnto the sayd I. N. his heires &c. all that capitall messuage called B. situate, lying and being in &c. together with all and singular the barnes, stables, douehouses, yards, curtilages, motes, waters, ponds, fishings, orchards, gardens, and all other easements commons, and commodities thereunto belonging) And also except and reserued to the said I. N. his heires and assignes one great field called the B. field, two closes, the one called &c. To haue and to hold the sayd manors &c. and all and singular other the premisses with &c. (except before excepted) vnto the sayd sir E. A. and P. and to the heires, and assignes of the sayd sir E. A. for euer. Prouided alwayes, and it is &c. betweene the sayd parties, and each of them and their heires doe couenant and grant, to and with the others and their heires by these presents, that if any the sayd manors &c. by these presents mentioned to bee giuen &c. to the sayd sir E. A. and P. or either

either of them, shall be at any time or times hereafter euicted, recouered, detained or taken away from the sayd S. E. and M. or either of them, or the heires &c. by reason of any former title, cause or right whatsoeuer, hauing, being, or beginning before the date of &c. other than by reason or vertue of such rights, titles, causes and matters as be hereafter excepted, that then and from thencefoorth and so often it shall and may be lawfull, to and for the said sir E. A. and M. and their &c. into so much and so many acres of &c. parcell of the &c. mentioned to be granted, bargained, and sold to the sayd I. N. as there shall be acres &c. so euicted, recouered, &c. into so much and so many acres of &c. being parcell of the lands of &c. of the sayd I. N. euicted, recouered &c. to reenter and to haue, take, and retaine the same, and the issues and profits thereof to haue and receiue to their owne proper vse, for and vntill such time as euery of them may lawfully enter into the messuages, lands, woods, meadowes, pastures, and hereditaments so euicted and taken away, and occupy, vse, and inioy the same, according to the true intent and meaning in these present Indentures contained. And that then and from thencefoorth all and euery person and persons which shall stand seised of the sayd lands, tenements, meadowes, pastures, woods, and hereditaments so to be reentred into, shall stand and bee seised thereof, and of euery part and parcell thereof, to the vse of the sayd sir E. A. and M. and of the heires and assignes of the sayd sir E. for, and according to the purposes and intents last aboue mentioned. Neuertheleſſe, it is couenanted &c. for them and euery of them, their heires and assignes, that neither the sayd sir E. A. nor M. nor the heires nor assignes of any of them, shall enter into the sayd capitall messuage called E. nor into any the gardens nor orchards belonging to the same, nor into any the meadowes or pastures lying within the edering wherein the sayd capitall messuage standeth and compassed about with the lands, vnleſſe all the residue of the lands &c before mentioned to bee bargained and sold to the sayd I. N. be not sufficient in value for such lands, &c. as be granted, bargained or sold by the sayd I. N. as aforesayd, and shall be euicted or taken away as aforesayd. Prouided also, and it is further couenanted, granted, condescended, and agreed, by and betweene the sayd parties to these presents, and each of them for them and their heires do couenant and grant, to and with the others and their heires by these presents, that if the sayd lands, tenements, &c. *vt supra, exparte E A.* And the sayd sir E. A. for him and his heires doth couenant and grant, to and with the sayd I. N. his heires and assignes by these presents, that hee the sayd sir E. A. and his heires shall and will from time to time, & at all times hereafter acquite, exonerate and discharge, or sufficiently saue or keepe harmeleſſe aswell the sayd I. N. his heires and assignes, and euery of them, as also the sayd manno^r of M. and the lands, tenements and hereditaments aboue

mentioned to be bargained and ſold to the ſaid I. N. of and from all and all manner of former bargaines &c. vt ſupra 110. whatſoeuer, had, made, or done, the rents, and ſeruices from thenceforth to bee due to the chiefe Lord or Lords of the fee or fees thereof. And one bargaine and ſale of diuers woods, vnderwoods, and ſtandards, growing & being in one Parke, or parcell of ground called the new P. and in and vpon one groue called &c. being parcell of &c. excepted and foreprized. And further the ſayd E. A. for him and his heires doth couenant, &c. to and with the ſayd I. N. his heires and aſſignes by theſe preſents, that they the ſayd E. and M. the heires and aſſignes of the ſayd E. and all and euery other perſon and perſons and their heires now hauing or claiming or which at any time hereafter ſhall or may haue or lawfully claime to haue any maner of eſtate or intereſt of freehold or inheritance of, in, and to the ſayd manno, ſite, demeſne land, tenements, and hereditaments aboue mentioned to bee bargained and ſold to the ſayd I. N. ſhall and will from time to time, and at all and euery time and times hereafter during the ſpace of fiue yeares now next inſuing, vpon reaſonable requeſt therefore to be made, and at the coſts and charges in the law of the ſayd I. N. his heires and aſſignes doe, make, knowledge, execute, and ſuffer, or cauſe to be done, knowledged, and executed all and euery ſuch reaſonable act and acts, thing and things, deuiſe and deuiſes whatſoeuer, for the further, better, more perfect and abſolute aſſurance, ſurety, ſure making and conueying of the ſayd manno, ſite, demeſne lands, tenements and hereditaments, and all and ſingular other the premiſſes, aboue mentioned to be bargained and ſold to the ſayd I. N. to be had and made ſure to the ſayd I. N. his heires and aſſignes, according to the true intent and meaning of theſe preſents, bee it by deed or deeds, inrolled, or not inrolled, the Inrolment of theſe preſents, fine, feoffement, recouery with voucher or vouchers ouer, releaſe, confirmation, or otherwiſe, as by the ſayd I. N. his heires or aſſignes, or by his or their Counſell learned in the law, ſhall be reaſonably deuiſed or aduiſed, ſo that the ſayd E. A. and M. or the heires of the ſayd E. be not compelled to trauell forth of the citie of L. or county of M. in or about the doing or knowledge of any the act or acts, thing or things, aforeſayd. And further, that the ſayd E. A. his &c. ſhall and will before the feaſt of &c. vpon reaſonable requeſt therefore to be made, deliuer or cauſe to be deliuered whole and vncancelled vnto the ſayd I. N. his heires or aſſigns all ſuch deeds, euidences, charters, writings, and muniments which the ſayd E. or any other to his vſe, or by his deliuery hath or haue touching or concerning the ſayd manner of M. ſite, lands, tenements, and hereditaments aboue mentioned to be bargained and ſold to the ſayd I. N. or any part or parcell thereof. And the ſayd I. N. for him and his heires doth couenant and grant to and with the ſayd E. A. his heires and aſſignes by theſe preſents,

sents, that he the sayd I. N. and his heires shall and will from time to time, and at all and every time and times hereafter acquite, exonerate and discharge, or sufficiently saue and keepe harmelesse aswell the sayd E. A. and M. and the heires and assignes of the sayd E. and every of them, as also the sayd mannor, messuages, lands, tenements and hereditaments, and all and singular other the premisses aboue mentioned to be bargained and sold to the sayd E. and M. and every part and parcell thereof, &c from all and all manner of former bargaines, as in couenants to saue harmelesse, the rents and services from henceforth to bee due to the chiefe Lord or Lords of the fee or fees thereof, and all copiholds, customary estates, rights, and titles by copy iustly claimed by any person or persons by copy, according to the customes of the sayd mannors of H. and M. or either of them, excepted and foreprised, and except also one lease made to A. B. of &c. for the rents of 50 li. whereof there is not aboue vir. yeares to come, and also except one lease made A. B. of S. for the rent of viii. li. being not aboue vir. yeares to come. And also &c. And moreouer the sayd I. N. for him and his heires doth couenant and grant to and with the sayd E. A. his heires and assignes by these presents in manner and forme following, that is to say, that he the sayd I. N. and W. now his wife, and their heires, and all and every other person and persons and their heires now hauing, vt supra for further assurance. In witnesse &c.

An exchange of lands for yeares.

THis Indenture of exchange made &c. Betweene H. B. of T. &c. and R. N. of &c. on the one party, Witnesseth, that the sayd H. B. hath demised, granted, and to farme letten, and by these presents doth &c. vnto the sayd R. M. all these parcels of land hereafter recited, lying in D. aforesayd, that is to say &c. To haue and to hold the sayd one acre and three roods of land &c. with thappurtenances vnto the sayd R. M. &c. in exchange for certaine other lands hereafter in these presents mentioned from the feast of &c. vnto the end and terme of xx. yeares from thence next following and fully &c. without impeachment of any manner of waste or destruction to bee committed or done by the sayd R. D. his heires &c. without any thing yelding or paying vnto the sayd H. B. &c. during the sayd terme of &c. In consideration whereof the sayd R. M. hath demised, granted, &c. and by these presents &c. vnto the sayd H. B. all those parcels of ground hereafter recited lying in T. aforesayd, viz. (naming the lands certainely) &c. To haue and to hold &c. with the appurtenances vnto the sayd H. B. &c. in exchange for the sayd land first aboue expressed from the sayd feast of &c. vnto the end of the sayd terme of xx. yeares from thence &c. without impeachment of any manner of waste or destruction to be committed or done by the sayd H. B. Sect. 515.

&c. without any thing yeelding and paying therefore vnto the ſayd R. P. &c. during &c. And the ſayd H. B. doth couenant and grant &c. that the ſame R. P. &c. ſhall haue, occupy, and inioy all the ſayd lands and premiſſes aboue letten by the ſayd H. B. vnto the ſayd R. by this Indenture of exchange, by and during all the ſayd terme of &c. in maner & forme aboue recited, without let or interruption of the ſayd H. B. his heires, executors, &c. And the ſayd R. P. couenanteth &c. that the ſame H. B &c. ſhall haue, hold, occupy, and inioy all the ſayd lands and premiſſes aboue letten by the ſayd R. P. vnto the ſayd H. by this Indenture of exchange, by and during all the &c. in manner and forme aboue recited, without any let or interruption of the ſayd R. P. &c. And for the performance of all couenants, grants, promiſes, and agreements on the part of the ſayd H. B. &c. aboue rehearſed in this Indenture, well and truely to bee obſerued, performed, fulfilled, and kept, according to the purport and effect of theſe Indentures, the ſame H. B. bindeth himſelfe &c. vnto the ſayd R. W. his heires &c. in the ſumme of x. li. of lawfull &c. And for the performance of all couenants vt ſupra on the part of the ſayd R. P. &c. aboue rehearſed in this Indenture well and truely &c. vt ſupra, according to the purport &c. of this Indenture, the ſayd &c. bindeth himſelfe &c. vnto the ſayd H. B. and in the ſumme of &c. In witneſſe &c.

Note that in exchange, it is conuenient that the ſtates of both parties be equall. And that for the perfecting thereof either party actually reenter into the lands to him thereby granted.

Letters of Atturney.

What, and how neceſſarie Atturnies be.

Sect. 516. HItherto haue we in ſome ſort intreated of ſuch acts and Inſtrumẽts as are made and done by the parties themſelues, being perſonally preſent: Now we intend to ſet downe ſuch Inſtruments, as giue authority to other as their Factors or Atturnies to do the like for them. And that the rather, for that mention is made before, that Liuery of ſeiſin may be made by Proctors or Atturnies, authorized thereunto by written Warrants. And euen as Liuery of ſeiſin, ſo may many other acts and Inſtruments in ciuill cauſes bee performed by Atturnies: which ſeemeth very reaſonable, for that that many times the parties themſelues, are ſo hindered, either by infirmitie, or by ſuch multiplicity of buſines & affaires in ſundry places at one time, that they cãnot poſſibly be preſent at all: Wherfore Atturnies be very neceſſary & profitable for humane ſociety; which bee defined ſuch perſons as by the conſent, commandements or requeſts

of

of the parties, doe take heed, see too, and take vpon them the charge to doe other mens busines and affaires in their absence, according to the authority and trust to them committed by the owners thereof. In Instruments making and ordaining of Atturnies, which bee sometimes called Letters of Atturney; sometimes Warrants of Atturney; sometimes Proxies or Procurations, seeme necessarily to bee considered sixe things, viz. First the name of the party which is to make the Instrument, and of him which is to be made Atturney. 2. The Atturnies consent to the same. 3. Against whom. 4. In what matter or cause. 5. Before what iudge or other person. 6. For what act or end. All which things will plainely appeare in the ensamples following.

A Letter of Atturney to receiue Money.

THis Bill made &c. Witnesseth, That I. I. H. of Lincolnes Inne &c. haue constituted and made I H. my seruant, my lawfull Atturney to receiue for me, and to my vse, all such summes of money as shall be due vnto me by one L. R. of H. in the &c. be it by matter of Record or otherwise. And also giuing him further authority in my name after the payments of the sayd summes, to make a good and perfect acquitance or acquitances. And I. the sayd I H. doe grant by these presents, to allow, stand to, and to iustifie all such act and acts, thing and things, touching and concerning the receipt and making acquitances aforesayd, as my lawfull Atturney shall doe, as is aforesayd. In witnesse whereof I haue hereunto put my hand and Seale. Sect' 517.

A Letter of Atturney by a Maior and Comminaltie, for their gathering of their rents and debts.

NOuerint vniuersi per præsentes nos Maiorem & Communitat' Burgi de D. in comitatu Eborum, pro nobis & successoribus nostris fecisse, ordin', constituisse, & in loco nostro posuisse, dilectos nobis in Christo W. S. & F. M. de eadem in eodem Com', nostros veros & legitimos Atturnatos coniunctim & diuisim, ad petend' & exigend', leuand', recuperand', & recipiend', vicibus & nominibus nostris, & pro nobis, & ad vsum nostrum de tempore in tempus, omnes & singulos pecuniarũ summas, debit', arrerag' & redd' quoscunque nobis debit' quacunq; de causa per aliquã siue aliquas personas infra Regnũ Angel', tam modo nobis debit' & aretro existen' quam impostet' fuer' debit'. Et insuper concedimus pro nobis & succ' nostr' coniunct' & diuisim, plen' & integram potestat' & authoritat' ad arrestand', prosequend', implacitãd', & condemnari faciend', ac execution' debit' obtinend' pro nobis & successoribus nostris. Ac districtionem & districtiones pro redditibus & arrerag', Sect' 518.

reddend' nobis debit' de tempore in tempus, capiend', imparcand', ac recuperand', ac omnia prædict' debit' & arrerag' recipiend', ad vſum noſtrum & ſucceſſor' noſtror'. Et debit' acquietanc' pro ſumm' ſic recuperat' & recept' faciend', & nominibus noſtris deliberand', ac ea omnia & ſingula agere, facer', & perimplere quæ circa præmiſſ. neceſſar' fuerint & oport', adeo plenar' & integre prout noſmetipſi poſsimus ſiue deberemus in præmiſsis facere, Ratum & grat' habens & habitur' totum & quicquid dict' atturnati noſtri fecerint, ſeu eorum alt' fecerit in præmiſsis virtute præſentiũ. In cuius rei teſtimonium huic præſenti ſcript' noſtro ſigillum noſtrum commune appoſuimus. Dat' die &c. anno &c.

A Letter of Atturney to ouerſee lands, receiue rents, and enter for nonpayment thereof.

Sect. 519. BE it knowne to all men by theſe preſents, that I I. S. of B. in the County of S. yeoman, haue made, conſtituted, ordained, and put in my place, my right welbeloued in God R. P. gentleman, my true and lawfull Atturney in this behalfe, to ouerſee, rule and gouerne for me and in my name, all my lands and tenements, as well freehold as copyhold, ſet and lying in the towne and pariſh of C. in the county of S. And alſo to receiue for me and in my name all the rents, iſſues, commodities and profits coming and growing of the ſame lands and euery parcell thereof. And the farmors of the ſame lands for nonpayment to expell, put out and amoue, and them to let to farme to other at his own pleaſure and diſcretion, giuing and granting vnto the ſayd Atturney my full power and authority by the tenor of theſe preſents, to doe and execute all and ſingular the premiſſes, as fully, wholly and furely, as I the ſayd I. S. might or ſhould doe, if this my preſent writing had not beene made &c. In witneſſe &c.

A Letter of Atturney for ſpeciall debts.

Sect. 520. VNto all Chriſtian people to whom this preſent writing ſhall come R. S. of &c. ſendeth greeting. Know you me the ſayd R. S. to haue conſtituted, and in my place ſet my welbeloued in Chriſt A. D. my true and lawfull deputy and Atturney to aſke, demand, leuy, recouer, and receiue for me and in my name, and to my vſe of C. W. of &c. the ſumme of &c. of lawfull Engliſh money which the ſayd C. W. oweth vnto me, and wherein he ſtandeth bound vnto me by his bill obligatory: Giuing, and by theſe preſents granting to my ſayd Atturney my whole power and authority in the premiſſes if need ſhall require to ſue and purſue the ſayd C. W. his executors &c. for me and in my name in any Court ſpirituall or temporall, before any Iudge or Iuſtices, or to vſe any other lawfull wayes or meanes for the recouery of the ſayd &c. And alſo to compound, ſeale and deliuer Letters

ters of acquitance, or any other lawfull discharge for mee and in my name. And moreouer to ordaine and set Atturney or Atturnies, one or more vnder him, and at his pleasure againe to reuoke and countermand the same. And to doe, execute, performe and finish for me and in my name all and singular things which shall bee expedient and necessary concerning the premisses as throughly and wholly as I the sayd R. S. might or could doe in or about the same. And whatsoeuer my sayd Atturney shall doe or cause to bee done in the premisses, I promise to allow, confirme, performe, and establish, and thereto I bind me, my heires and executors by these presents. In witnesse &c.

A Letter of Atturney to recouer and retaine a Debt.

BE it knowne &c. That whereas W. P. &c. is bound vnto I. R. by one Obligation or writing obligatory, bearing date the &c. in the summe of three hundred pounds, to be payd to the sayd I. R. his executors or administrators, or some of them, with condition thereupon indorsed, as thereby appeareth, That now the sayd I. R. for and in consideration of a certaine summe of money to him the sayd I. R. by R. S. before hand payd, hath bargained and sold, and by these presents doth bargaine and sell vnto the sayd R. S. his executors, administrators, and assignes, the sayd Obligation, or writing obligatory, of three hundred pounds aforesayd. And also doth by these presents make, constitute, and in his place put the sayd R. S. his true and lawfull Atturney, in his name and place to aske, demand, leuy, recouer, & receiue of the sayd W. P. his heires, executors, & administrators, and euery of them, the sayd three hundred pounds, in the sayd writing obligatory mentioned and expressed. And also doth by these presents giue and grant vnto the sayd R. S. his executors and administrators, and euery of them, full and whole power and authority in the name of him the sayd I. R. to sue, arrest, imprison, and condemne, and cause to be sued, arrested, imprisoned, and condemned the sayd W. P. his heires, executors, and administrators, vpon the same writing obligatory of 300. li. And also to procure iudgement and execution to be had and made against the sayd W. P. his heires, executors, and administrators for the same three hundred pounds. And also for, and in the name of him the sayd I. R. to release and acquite the sayd W. P. his heires, executors, and administrators, and euery or any of them for the same three hundred pounds. And release or releases, acquitance or acquitances to make, seale, and deliuer vnto them, and euery or any of them of the same sum of three hundred pound, and of euery or any part thereof. And one Atturney or moe for the doing of the premisses, to make, and the same at his pleasure to reuoke, and new in their place to substitute, and to doe, performe, execute all and singular things which shall bee

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expedient or neceſſary concerning the premiſſes, ſo fully, as hee the ſayd I. R. might or could doe the ſame being perſonally preſent at the doing thereof. And further the ſayd I. R. doth by theſe preſents giue and grant vnto the ſayd R. S. his executors and adminiſtrators, good and lawfull authority to receiue, retaine, and keepe to his and their owne proper vſe and behoofe the ſayd ſum of three hundred pounds, in the ſayd Obligation mentioned, without any accompt to be rendred to him the ſayd I. his executors, or adminiſtrators for the ſame, or any part thereof. And the ſaid I. R. for himſelfe, his executors and adminiſtrators, and euery of them doth by theſe preſents comenant, grant, promiſe, and agree, to, and with the ſayd R. S. his executors and adminiſtrators, and euery of them, that he the ſayd I. R. his executors and adminiſtrators, and euery of them, ſhall and will iuſtifie, allow, ratifie, and performe all and whatſoeuer he the ſayd R. T. his heires, executors and adminiſtrators, ſhall lawfully doe, or cauſe to bee done, in, or about the premiſſes. And that neither he the ſayd I. R. his heires, executors nor adminiſtrators, nor any of them, will reuoke, nor make voyd this letter of Atturney, nor any authority therby giuen to him the ſayd R. And that he the ſayd I. R. hath not heretofore releaſed, nor made voyd the ſayd Obligation, nor the ſayde ſumme of three hundred pounds therein contained, nor any part thereof: nor hath done, nor ſuffered to be done, nor hereafter will do, nor ſuffer, or aſſent to be done, any act or acts, thing or things, wherby the ſayd ſumme of three hundred pounds, in the ſayd obligation mentioned, may not be recouered, obtained, and had by the ſayd R. S. his executors, adminiſtrators, or aſſignes, or ſome of them; according vnto the true meaning hereof. And for the performance of all articles, couenants, grants, and agreements herein contained, he the ſayd I. R. doth by theſe preſents bind himſelfe, his heires, executors, and adminiſtrators, and euery of them to the ſayd R. S. his executors, & adminiſtrators, in foure hundred pounds, of lawfull money &c. to be payd to the ſayd R. S. his executors and adminiſtrators. In witneſſe &c.

A Letter of Atturney made by Executors.

Sect. 522. NOuerint vniuerſi per præſentes nos R. I. & M. vxor' meam nuper vxor' I. S. (dum vixit) ac executricem Teſtamenti eiuſdē T. aſſignaſſe, feciſſe, & loco noſtro conſtituiſſe dilectos nobis in Chriſto Iohannē C. & M. vxor' eius, noſtr' fideles & legitim' Arturnat', coniunctim & diuiſim, ad petend', leuand', & recipiend' vice & nomine noſtro, ad eorum proprium vſum, omnia & ſingula bona, mobilia & immobilia, huſtilimenta & neceſſaria quæ præf. T. die obitus ſui habuit, & ſibi pertinebant infra meſuagiū ſiue tenementū ſuum in H. in comitatu E. quod idem T. per teſtamentum ſuum dedit & legauit præfat' I. C. & M. vxor' ſuæ, ſoroi

ſorori eiuſdem T. cum omnibus & omnimodis huiuſmodi huſtilimentis & bon' eide meſuag' ſiue tenemento, lignifit' omnino excepț', eidem meſuag' ſiue tenemẽto vt appropriat' reſeruatis, quæ omnia & ſingula debita quæ dicto T. die eius obitus debebantur, infra comitat' E. prædict', præd' T. in dicto ſuo teſtamẽt' voluit & legauit præf. I.C. & M. vx' eius: Dantes & concedentes præf. I. & M. atturnat' noſtris, ac vtrique eorum, plenam & liberam, tenore præſentiũ poteſtatẽ noſtram, ob defect' deliberationis & ſolutionis in hac parte, ſi neceſſe fuerit, tam omnes & ſingulos debitores, detentores, & eorũ quemlibet, omn. ũ bonorum, huſtilimentor' & neceſſarior' præd', ac cuiuſlibet eorũ parcell' (except' & reſeruat' præexceptis & reſeruat') quam omnes & ſingul' debitor' & detentores debitor' prædict', ac quemlibet eorum arreſtari faciend' impriſonandi, & extra priſonam liberand': Necnon implacitand' & proſequend' in quibuſcunq; curiis, & coram quibuſcunque iudicibus & Iuſtic' quorũ intereſt, adeo præciſè & integrè, ſicut lex exigit & permittit, & de receptis in hac parte, acquitanc' nomine noſtro faciendi, ſigillandi, & deliberandi, attorn' quoque vnũ vel plures ſub ſe conſtituend', & pro ſuo libito reuocandi, Cæteraq; omnia & ſingula quæ in præmiſsis & circa præmiſsa neceſſaria fuerint, ſeu quomodolibet opportuna faciend' exercend', & exequend', adeo integrè, prout noſmetipſi facere poſſumus, ſi præſentes ibidem perſonaliter intereſſemus. Ratum & gratum &c. In cuius &c.

A Letter of Atturney vpon the Kings licence.

VNiuerſis &c. I.P. vnus Armig' pro corpore illuſtriſſ. domini noſtri Regis &c. ſalutem in domino ſempiternam, Cum idem dominus noſter Rex, per ſuas gratioſas literas patentes, quarum datum eſt apud Weſtm' x. die Feb. ann' regni ſui xxxi. in conſideratione veri & fidelis ſeruitii, quod ego dict' I. P. eidem illuſtriſsimo domino noſtro ante hæc tempor' impendi, & durante vita mea impendere intendo, conceſsit, & licentiã dederit mihi præf. I.P. quod ego per me, aut deputat' ſiue deputat' meos indigenas ſiue alienigenas, numerum & quantitatem ducentorũ doleor' ſatis, Anglicè vocat' Woad, de Tholoſa in partibus vltramarinis emere & prouidere, ac eadem ducenta dolea de Woad, in vna naui, ſiue diuerſis nauibus, de obedientia dict' domini Regis, aut obedientia aliquorum amicorum & confederatorũ ſuorum cariare & imponere, ac in quemcunque lo. ũ, ſeu quæcunque loca huius regni ſui Angliæ, vna vice, vel diuerſas vicibus ibidem ad meum maximum proficuũ & aduantagiũ importand', conducend', & inducend', vendend', & diſtribuend', conduci & diſcariari facere poſſem & valeam licitè & impunè: aliquo actu, ſtatut', reſtrictione, prohibitione, aut proclamatione in contrar' fact' non obſtante, prout præd' literis patentibus inde confectis plenius continetur.

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tur. Noueritis me præfat' I.P. virtute & authoritate dictarum literarū patentium, feciſſe, ordinaſſe, conſtituiſſe, & in loco meo poſuiſſe dilect' mihi in Chriſto A.C. & C.D. Mercatores de H. meos veros & legitim' deputatos, factores irreuocabiles coniunctim, vice & nomine meo, ad faciendum, exequendum, & adminiſtrandum, ad vſus, commoda, & proficua, propria eorundem A.B. & C.D. omnia & ſingula in dictis literis patentibus contenta & ſpecificata, viz. in tam amplis modo & forma, prout ego dictus I.P. facere potuiſſem, ſeu deberem, vigore prædict' literarum patentium, ſi ibidem præſens perſonaliter intereſſem. Et deputat' ſiue factorem vnum, ſiue plures ſub ſe conſtituend', & ad libita ſua reuocand': Quibus quidem A.B. & C.D. & eorum vtriq; coniunctim, ego dictus I.P. do, concedo, & tranſporto per præſentes, omnimodam poteſtatem meam & authoritatem in præmiſsis. Ratum & gratum habens & habiturus, totum & quicquid dicti deputat' & factores mei nomine meo fecerint, ſeu fieri procurauerint, aut eorum aliquis fecerit, ſeu fieri procurauerit in præmiſsis, & in quolibet præmiſſorum per præſentes. In cuius rei &c.

A Letter of Atturney to deliuer poſſeſsion of Lands.

Sect' 224. NOuerint vniuerſi per præſentes me W.B. &c. aſsignaſſe, feciſſe & loco meo poſuiſſe, ac cōſtituiſſe per præſentes, dilect' mihi in Chriſt' A.R. meū verum & legit' Atturnat' ad intrand' pro me, vice & nomine meo, in omnia illa meſuag', terr', &c. Et poſt talem introitum, ad deliberand', pro me, vice & nomine meo, plenā & pacificā poſſeſsion' & ſeiſinam, de, & in prædict' meſuag', terr', &c. omnibus ſuis pertinen' I.B. aut ſuo certo Atturnato, hæred' & executoribus ſuis, ſecundū vim, formā, tenorem, & effectū cuiuſdam chartæ meæ per præfat' W. antedict' I.B. & aliis factæ, cuius dat' eſt &c. prout per inſpectionē eiuſdem plenius apparebit: Cæteraq; omnia & ſingula &c. Dat' &c.

A Letter of Atturney to receiue poſſeſsion of Lands.

Sect. 525. NOuerint &c. dilectū mihi in Chriſto C.D. meū verum & legitim' Atturnat', ad intrand' pro me, vice & nomine meo, in vnū meſuag. cum gardino & ſuis &c. ac plenam & pacificā poſſeſsionem & ſeiſinam inde capiendam. Et poſt huiuſmodi ſeiſinam & poſſeſsionem ſic inde recept' & habit', eandem ad meum proprium vſum retinend' & cuſtodiend', ſecundum vim, formā, & effectum cuiuſdam chartæ mihi & aliis factæ per E.F. generoſum, vt per eandem chartam inde confectam, cuius datum eſt &c. manifeſtè liquet & apparet: Cæteraque omnia &c.

A Letter of Atturney to receiue possession and costs of the Sherife.

BE it knowne &c. That I P.T. &c. haue constituted, ordained and made I. F. my lawfull Atturney, for me, and in my name, to receiue of the Sherife of the County of P. or his deputy, full and peaceable possession, of one messuage or tenement with the appurtenances in C. and such money as I haue recouered for my damages and costs against A.R. widow, in an Eiectione firmæ, according to the tenor, effect and meaning of the writ of our Soueraigne Lady the Quéene of Habere facias possessionem, and Fieri facias, to the sayd Sherife directed. In witnesse &c. Dated &c. Sect' 526.

A Letter of Atturney to take possession of lands recouered.

NOuerint &c. nos H.G. & H.W. fecisse, ordinasse, & loco nostro posuisse dilect' nobis in Christo W.P. & I.H. nostros veros & legitim' Atturnat' coniunct' & diuisim, ad intrand' vice & nominibus nostris in maner' de B. pertin', ac in quinquaginta acras terræ, viginti acras prati, trescent' acr' pastur', quadragint' acras bosci, & quinque libratas reditus cum pertin' in B.S. & R. in com' E. quæ nos prædict' H.C. & H.W. per breue domini regis de ingressu super disseisinam in le post, versus I. C. armig', in cur' dicti domini regis, coram Iustic' suis apud Westm. termino S. Mich. antedict' &c. recuperauimus ad vsum I.S. Milit' & hæred' suor', ac de, & super huiusmodi introitu sic fact' plenã & pacificã possession', de & in man', terr', & tenement' prædict' cum pertin' nominibus nostris capiend' & continuand' ad vsum prædict' I.S. & hæred' suor', donec aliter inde duxerimus disponend'. Rat' & grat' hent' & habitur' tot' & quicquid dicti atturnat' nostri nominibus nostris fecer' seu eorum alter fecer' in præmissis, prout ibid' præsentes personalit' interessemus. In cuius rei &c. Sect' 527.

A Letter of Atturney to receiue possession of lands extended by a Statute Merchant.

OMnibus Christi fidelibus &c. T.B. ciuis & Dra. L. salutem in dom' Cum R.E. Miles, vic' com' E. virtut' breuis dom' regis sibi inde direct' extendi fecisset vnum mes. & xx. acr' terr' cum pertin' in D. in com' E. quæ fuerunt I.K. ad valor' xl.s. per ann', quod quidem mes. & xx. acr' terr' cum pertin' dictus Vic', cum ea sic extendi fecisset, seisir' fecit in manus dom' Reg. Noueritis me præf. T.B. assignasse, fecisse, locoq; meo posuisse & constituisse dilect' seruientẽ meum R.B. meum verum & legitim' in hac parte atturnat', ad recipiend' pro me, & in nomine meo de Sect' 528.

præfat'

præfat' R.M. Vic' com' prædict', plenam poſſeſſionem & ſeiſinam, de, & in prædict' meſ. xx. acr' terr' cum pertin' quæ mihi de præfat' T. B. præd' Vic', virtute breuis dicti dom' Regis ſibi inde direct' liberari debent & extend': Tenend' mihi & aſsign' meis vt liberum tenement' meum ſecund' tenorem, vim, formam, & effectum eiuſdem breuis domini Regis eidem Vic' vt præfertur direct'. Dans & concedens p æf. Atturnat' meo, plenam & ſufficientem tenore præſent' poteſtatem meam, authoritatem & mand' ſpeciale, ad faciend', exercend', & exequend' pro me, & in nomine meo, de, & in præmiſsis, & in quolibet præmiſſorum, omnia ea & ſingula quæ ego præfatus T. B. facere poſſem, ſiue deberem, ſi præſens ibidem perſonaliter intereſſem. Ratum & gratum habens & habiturus firmum & ſtabile, totum & quicquid prædict' Atturnat' meus nomine meo fecerit in præmiſsis per præſentes. In cuius rei teſtimonium præſentibus ſigillum meum appoſui, Dat' &c.

A Letter of Atturney to enter for default of payment.

Sect. 529. OMnibus Chriſti fidelibus, ad quos præſens ſcript' peruenerit, A.P. ſalut' in domino ſempiternã. Cum ego præf. A. nuper dimiſerim, feoffauerim, & per quandam chartam meam tripartit' confirmauer' W.C. vnum tenementum cum pertin', ſituat' in parochia S. Ceddæ Salop. viz. inter tenement' &c. Habend' & tenend' prædict' W. hæred' et aſsign' ſuis imperpet', ſub form' & conditione ſequen', viz. Quod præd' W. hæred' vel aſſign' ſui ſoluerent, aut ſolui facerent mihi præf. A. aut execut' meis, in eccleſia S. Ceddæ Salop. ad feſtum S. Mich. arch. prox' futur' poſt datum chartæ prædict' x.li. ſterling. Et ſi præd' W. vel aſsign' ſui defeciſſet, vel defeciſſent in ſolut' ſummæ prædict', aut in aliqua inde parcell' ad feſtum ſolutionis ſuperius limitat', extunc bene licerit mihi præfat' A. in prædict' tenementum cum pertin' reintrar', & illud in priſtino ſtatu meo rehabere, prædict' charta feoffamenti & dimiſsionis non obſtante, prout in ead' charta plenius liquet. Et quia præfat' W. ſolutionem præd' fregit. Noueritis me præf. A. occaſione præmiſ. atturnaſſe, & plenam poteſtatem meam conceſsiſſe dilectis mihi in Chriſto T.M. et I.P. coniunct' & diuiſim, ad reintrand', reclam' & poſsidend', pro me, & nomine meo, in præd' tenemento cum pertin', vt in priſtino ſtatu meo, & præfat' W. inde expellendum & amouendum, dictumque tenementum in manibus ipſorum T. & I. ad opus meum tenend', donec aliter inde duxerint diſponend'. Ratum & gratum habens & habiturus totum & quicquid præfat' Atturna' mei fecerint nomine meo, ſeu eorum alter fecerit in præmiſsis, prout egomet facere poſſem ſi perſonaliter intereſſem. In cuius &c.

A Letter of Atturney to receiue debts, sue, and make acquitances.

BE it knowne vnto all men by these presents, that I H.D. of &c. haue made, assigned, and assured, ordained and deputed, and in my stéed and place by these presents put and constituted my welbeloued friends and kinsmen R.W. and S. of &c. my true and lawfull atturnies irrenocable, joyntly, & either of them seuerally, for me & in my name, & to my vse, to aske, leuy, recouer, and receiue all and singular such debts, duties, sum and summes of mony as are or shal be due or owing vnto me the sayd H.D. by A.B. C.D. &c. or by any other person or persons whatsoeuer, Giuing, and by these presents granting vnto my said Atturnies, and to either of them iointly and seuerally, full power and authority, for me, and in mine name, and to my onely vse to sue, arrest, implead, condemne, and imprison euery of my debtors aforesayd. And at their, and either of their liberties and pleasures, such person and persons out of prison to deliuer, or cause to be deliuered. And vpon the receipt of any sum or summes of money, to my vse to bée receiued of any of the persons aforesayd, acquitances, or other lawfull discharges for the same, for me, and in my stéed and name, to make, seale, and deliuer as my déed or déeds. And one Atturney or moe vnder them, or either of them to make or substitute, and at their or either of their frée wils againe to reuoke: And all and euery other thing and things, which shall bee néedfull and necessary to be done, in or about the premisses, the same to doe as fully and wholly, as I my selfe might doe, if I were there personally present, holding firme and stable all and whatsoeuer my sayd Atturnies, or either of them shall doe, or cause to be done, in or about the premisses by these presents, Sealed with my seale. Giuen the viii. day of D. in the xxi. yeare of the Reigne &c. An. Do. 1630. Sect. 530.

A Letter of Atturney to seale an Indenture and Obligation.

BE it knowne &c. That I S.G. &c. haue made my true and lawfull Atturnies, joyntly and seuerally, to seale and deliuer for me, and in my name, one Indenture made betwéene &c. bearing date &c. And also to seale and deliuer for me &c. to the sayd Sir P. one Obligation, wherein I the sayd Sir G. shall stand bounden to the same Sir P. in the summe of &c. with condition thereupon indorsed, for the performance of the couenants, grants, and agréements comprised in the sayd Indenture: Which sayd Indenture and Obligation after the same shall bée so sealed and deliuered by my sayd Atturnies, or one of them, I the sayd Sir G. doe promise by these presents, that the same Indenture and Obligation and either of them, shall bée my effectuall déed and déeds in the law, and shall bée of as good strength, Sect. 533.

forse,

force, and effect in the law, to all intents, conſtructions, and purpoſes, to binde me, my heires and executors, againſt the ſaid Sir P. his heires and executors, and againſt euery of them, as thoughe I. the ſayd Sir G. had ſealed and deliuered the ſayd Indenture and Obligation my ſelfe. In witneſſe whereof &c.

A Letter of Atturney to alien lands.

Sect. 532. BE it knowne vnto all men by theſe preſents, that I A. B. of D. within the County &c. haue ordained, conſtituted made, and in my place put my welbeloued R. D. my true, full, and lawfull Atturney, and to the ſame R. haue giuen, and granted, full power and authoritie to giue, grant, bargaine and ſell, or by any other lawfull way, or meanes, to alien, conuey, and aſſure, at his will, pleaſure, and diſcretion, for mee and in my name, all that my meſuage, toft, garden, orchard, x. acres of wood, x. acres of heath, furres, and x. ſhillings rent, with their appurtenances in G. in the County of P. to any perſon or perſons whatſoeuer, according vnto the Lawes of this realme. To haue and to hold to the ſayd perſon or perſons whatſoeuer, their heirs and aſſignes, or the heires or aſſignes of any one of them for euer, to the onely vſe and behoofe of the ſayd perſon or perſons, to whom the premiſſes ſhall be alienes, conueyed, and aſſured, as is aforeſayd, to and for the ſumme of an C. li. of lawfull Engliſh money, to be well and truely payd to the ſayd Atturney, by the ſayd perſon or perſons to whom the ſayd lands and tenements, and other the premiſſes, ſhall be alienes, conueyed, and aſſured as is aforeſayd, within one Moneth after the ſayd alienation of the premiſſes made, as aforeſayd, to the onely vſe and behoofe of me the ſayd A. B. my executors and aſſignes. And further, giuing and granting to my ſayd Atturney, my full power and authority in the premiſſes, to doe, execute, performe, fulfill, conclude, and finiſh, for me, and in my name and place, as is mentioned, all and ſingular thing and things whatſoeuer ſhall be expedient and neceſſary concerning the premiſſes, as thoroughly, wholly, and ſurely as my ſelfe ſhould doe, if I my ſelfe were there in my owne perſon preſent, ratifying and confirming by theſe preſents, whatſoeuer my ſayd Atturney ſhall doe, or ſuffer to be done, in, and about the premiſſes in my behalfe, for me, and in my name. In witneſſe &c.

A Letter of Atturney generall touching lands.

Sect. 533. VNiuerſis Chriſti fidelibus &c. P. H. de R. in Comit' E. yeoman filius & hæres R. H. defuncti dum vixit de G. in comitatu præd' yeoman, ſalutem in dom' ſempiternam. Noueritis me præf. P. feciſſe, ordinaſſe, conſtituiſſe, & loco meo poſuiſſe dilectum mihi in Chriſto T. B. meum verũ & legitimũ Atturnatum, ad proſequendum, implacitand', & defend' vice & nomine meo, & pro me, in omnibus & ſingulis curiis & placitis,

ar

ac coram quibuſcunque Iudicibus & Iuſticiar', verſus omnes & ſingulas perſonas, erga quas vel quam aliqua actio, tam realis quam perſonalis mihi quouiſmodo dat ius, ſectam, aut defenſionem, per legem, de, & pro omnibus illis terris & tenemẽt' meis cum ſuis pertin' vniuerſis vocat' W. ſituatis, iacentibus, & exiſtentibus in villis & campis de C. præd' quæ mihi dicto P. iure hæreditario diſcendebant, per & poſt mortẽ præd' R. patris mei, & quæ in præſentia a me iniuſte detinent' : Nec non omnia dicta, terras & tenement' cum ſuis pertinen', vice & nomine meo ad intrand', ac plenam & pacificã poſſeſſionẽ & ſeiſin', de & in eiſdem, pro me, & nomine meo capiend' : Ac omnes & ſingulas perſonas quaſcũque firmaros ſiue occupatores eorund' abinde expelland' & amouend', & ſuper huiuſmodi poſſeſsione ſic capta & habita, omnia dicta, terras & tenement' cum pertin' ad vſum dicti T. cuſtodiend', gubernand', occupand' & miniſtrand'. Dando & per præſentes concedendo præd' Atturnat' meo, plenã & integrã poteſtatem meam, authoritatem & mandatum ſpeciale, præd' perſonas et earum quamlibet, occaſione iniuſtæ detentionis, cuſtodiæ vel occupationis præd' terrarum et tenementorum cum pertin', aut alicuius inde partis ſeu parcell' attachiand', et arreſtari faciend', ac corã Iudicibus & Iuſticiariis prædict' comparare faciend' & producend', ac verſus ipſas perſonas, & earum quamlibet occaſione præd', omnes & ſingulas actiones, ſectas, placita, & proſecutiones, licita, requiſita & neceſſaria in cur' præd' vbicunque videbitur oportunũ fore, vice ac nomine meo leuand', affirmãd', capiend', & atturnand', & eas vel ea ſecund' iuris & exigentiam, cum quibuſcunque inde circumſtantiis interplacitand' & proſequend', ac ius & titulum meum præd' coram præd' Iudicibus et Iuſticiariis declarand', exponend', et notificand', dictaſque perſonas et earũ quamlibet per legis vigor' arreſtand', impriſonãd', et condemnari faciend' ac extra priſonã deliberand': Nec non damna et expenſas in ea parte habit' et habend' de ipſis perſonis et earum qualibet recuperand', et recipiend'. Et de receptis et recuperatis, ac ſuper finem &c. As in other.

A Letter of Atturney to ſue for lands and goods.

THis Bill &c. made &c. Betweene &c. Witneſſeth, that whereas the ſaid I L. by his writing obligatorie, bearing date &c. hereof ſtandeth bounden to the ſaid D. in &c. with condition thereunto indorced, as thereby appeareth, the ſayd D. in conſideration thereof hath conſtituted &c. in her place put the ſayd I. her true and lawfull atturney irrevocable, to demand, ſue for, recouer, reteine, obtaine, and get in her name and ſtead to his owne vſe, without any account thereof to bee made or rendred vnto the ſayd D. her executors or adminiſtrators aſwell all ſuch lands, tenements, Sect. 534.

tenements, and hereditaments, which ſhee the ſayd D. ſhould or ought to haue for her dower or toynture, of any lands, tenements, or hereditaments, which were the inheritance of the ſayd Wi. L. except one meſuage &c. As alſo all ſuch goods and chattels as the ſayd D. ought to haue for her part, of all the goods and chattels which were the ſayd Wi. L. at the time of his death, other than ſuch goods and chattels as ſhée the ſayd D. now hath receiued, and the third part of all ſuch debts as were due to the ſayd Wi. L. at the time of his death. And the ſayd D. doth by theſe preſents giue and grant vnto the ſayd I. L. her full and whole power in the premiſſes (except before excepted) to arreſt, ſue, declare, implead, impriſon, and releaſe, any perſon and perſons, for, or by reaſon of the ſame premiſſes, or any part thereof, (except before excepted) at the coſts and charges of the ſayd I. L. and thereof and therefore in her name to releaſe, acquite, compound, and agree with any perſon or perſons: And alſo to doe, finiſh, and execute, all and euery other thing and things, which ſhall bée requiſite or neceſſary, in, or about the premiſſes, or any part thereof, (except before excepted) ſo fully and wholly as if the ſayd D. ſhould or might, or ought to doe, if ſhée were perſonally preſent at the doing or executing of the ſame. And further, the ſayd D. doth couenant &c. that ſhée the ſayd D. ſhall and will allow, iuſtifie, affirme, performe, ratifie, and eſtabliſh, all and euery act and acts, thing and things, which the ſayd I. L. ſhall lawfully doe or cauſe to bee done in her name, in, or about the premiſſes or any part thereof (except before excepted) according to the true meaning hereof, at the coſts and charges of the ſayd I. L. And that the ſayd D. ſhall not, nor will not at any time hereafter reuoke or annull this preſent Letter of Atturney, or the power and authority thereby giuen to the ſayd I. In witneſſe &c.

A Letter of Atturney to ſue to a Court.

Sect. 535. PAteat vniuerſis per præſentes, quod ego R. P. atturnaui, & in loco meo conſtitui I. meum Atturnatum, ad ſectam nomine meo faciend' ad curiam Decani & Capituli Eccleſiæ beatæ M. Linc' de C. iuxt' tenorem breuis regis, balliuis prædict' Decani & Capituli curiæ ſuæ prædict' inde direct'. Ratum habiturus & gratum quicquid idem I. nomine meo fecerit in &c. Dat' &c.

A Letter of ſubſtitution where the Atturny maketh a deputy vnder him.

Sect. 536. VNiuerſis &c. S. F. &c. Cum T. I. &c. per quoddam ſcript' ſuum de Atturnat' fecerit, ordinauerit, conſtit', et in loco ſuo poſuerit me præf. S. ſuũ verum et legit' Atturn', ad petendum &c. vice et nomine dicti I. et ad meum proprium vſum de H. C. x. li. in quibus dict' H. per obligation'

tion' ſuã præſ. I. tenet' & obligat' dictuſq; A. per dict' ſcript' ſuum de Atturn', dederit & conceſſerit mihi præfato S. Atturnato ſuo, plenã & integrã poteſtatem ſuã & authoritat' in præmiſsis ad faciend', agend', proſequend', &c. & de recept' & recuperatis, & ſuper finem & concordiam acquietand', ſeu alias exonerationes nomine dict' I. cõponend', ſigilland', & deliberand'. Et atturnatos alios, vnum vel plures ſub me conſtituend' & reuocand', prout in cod' ſcript' de atturnat' inde confect' plenius continet'. Nouerit' me præſ. S. vigor' & authoritat' dict' ſcript' de atturn' mihi ſic fact', ordinaſſe, poſuiſſe, &c. E. N. meum ver' & legitim' ſubſtit' ad petend' &c. ad vſum, commodum & proficuum dict' E. de præfat' H. x.li. Necnon omnia alia & ſingula in præmiſſ: & circa ea neceſſar,' ad faciend', exigend', expediend' & finiend', adeo plene & integr', ſicut ego prædict' T. vigore antedicti ſcripti atturnat' facere poſſem ſeu deberem ſi præſens perſonalit' adeſſem. Ratum & grat' &c. In cuius &c.

A reuocation of a Letter of Atturney.

VNto all Chriſtian peeple to whom this preſent writing ſhall come A. W. &c. widow ſendeth greeting: Whereas I the ſayd A. vpon truſt and confidence which I had in E. W. my ſonne, did by my Letter of Atturney conſtitute and make the ſayd E. my Atturney Bailife, Factor, and Solicitor generall, in, for, and of all and ſingular my goods, chattels, debts, duties and demands, lands, tenements, and hereditaments whatſoeuer. And did giue him further authority and power to deale for mee, as by the ſayd writing to him made more at large appeareth. Now know you mee the ſayd A. W. for that the ſayd E. W. hath vſed himſelfe by colour of the ſayd authority to him giuen, greatly both to my diſcomfort and hinderance, and otherwiſe than my truſt and confidence was in him, To haue reuoked, countermanded and made voyd, and by theſe preſents doe reuoke, countermand and make voyd the ſayd Letter of Atturney, and all the power and authority of the ſayd E. W. to him giuen aſwell by the ſayd writing as by any other meanes whatſoeuer, whereby he can or may pretend to haue any kind of doing or dealing for mee or in my name touching any thing that is mine. In witneſſe &c. Sect. 537.

Warrants of Atturney.

A Warrant of Atturney to make leaſes not exceeding xx. yeares.

TO all the faithfull of Chriſt to whom this preſent writing indented ſhall come. A.B. ſendeth greeting in our Lord God euerlaſting. Sect. 538.

Know that I the ſayd A. B. haue ordained, conſtituted & appointed D. C. my true and lawfull Atturney, and by theſe preſents doe giue vnto the ſayd D. C. full power and authority for me and in my name by writing indented, or by ſeuerall writings indented to demiſe, grant, and to farme let, all thoſe my meſuages &c. ſet, lying or being in the County &c. or in any of them, or any of the premiſſes, as to the ſayd D. C. ſhall ſeeme meete and conuenient, to ſuch perſon or perſons, and during ſuch terme of yeares, ſo that the ſayd leaſe or leaſes doe not exceed the number of twenty yeares, with ſuch reſeruations of rents, couenants, grants, agreements, and conditions to be contained in the ſayd ſeuerall writings indented as to the ſayd D. C. ſhall be likewiſe thought moſt meete and conuenient: and alſo in my name to ſeale and deliuer as my deede, and the one part of all and euery ſuch writings indented as to the ſayd D. C. in my name ſhall be in forme afore rehearſed, to and for my vſe with him to retaine and keepe. And I the ſayd A. B. my heires and aſſignes ſhall at all times hereafter ratifie, confirme, and allow all and euery act and acts, thing and things which the ſayd D. C. in my name ſhall doe in the premiſſes. In witneſſe &c.

A Warrant of Atturney to deliuer a leaſe vpon the ground.

Sect 539. TO all Chriſtian people &c. to whom &c. Wil. A. of H. in the county of D. Eſquire, ſend greeting. That whereas I. the ſayd Wil. haue made and ſealed one writing indented purporting a leaſe to bee made vnto P. S. &c. of all the tenement with the appurtenances in C. within the Manor of C. within the pariſh of E. in the county of D. And of all houſes, buildings, lands, tenements, meadowes, paſtures, woods, vnderwoods, commons and waſts, and all other hereditaments, with the appurtenances, of the ſame tenements belonging or appertaining &c. within either of the wards of the leaſe. To haue and to hold &c. as by the ſame writing indented, bearing date &c. more plainely doth and may appeare. Know ye now that I the ſayd Wil. A. haue ordained, made, conſtituted, and aſſigned my welbeloued W. P. my true and lawfull attorney, to enter for me, and in my name and ſtead, into the fore recited premiſſes with the appurtenances, and thereupon for mee, and in my name and ſtead, to deliuer thone part of the ſayd writing indented, ſealed with my ſeale, vnto the foreſayd P. S. as my very act and deed, vpon euery parcell of the premiſſes aforeſayd, in the name of the whole in the ſayd writing contained, and thereupon to receiue, and accept for me, and in my name, from the ſayd P. S. the counterpane of the writiting indented to my vſe, ratifying and allowing all and euery act & acts, thing and things, whatſoeuer my ſayd attorney ſhall doe, or cauſe to bee done, in, and about the premiſſes, in as ample manner, and as fully and wholly, as though I my ſelfe had beene there preſent in my owne perſon. In

witneſſe

witnesse whereof I the sayd Wl. A. to this my present writing haue put to my seale &c.

A Warrant of Atturney to deliuer and receiue writings.

BE it knowne vnto all men by these presents, that I. L. of W. in the Sect. 540.
county of C. the elder, haue authorized, deputed, and in my place haue put my beloued I. D. aswell to receiue for me, and in my name, one deed indented, made by H. S. of C. of all the lands and tenements which were of the inheritance of H. S. father to the sayd H. in W. Wl. D. C. and Wl. together with the possession of all the same lands, As also to seale & deliuer for me, and in my name, one deed indented tripartite, made of all the foresayd lands, to the foresayd H. S. with diuers remainders ouer, as in the same deed more plainely appeareth. And also to doe all and euery thing and things, in and about the same, as shall bee thought expedient, as fully, and in as large manner, as though I the sayd I. L. were personally present. In witnesse whereof to this my present writing, I haue set my seale, and subscribed my name, the day of &c. in the yeare of the reigne of our soueraigne Lord.

A Warrant of Atturney to receiue possession.

TO all Christian people to whom this present writing shall come, A. B. Sect. 541.
of L. in the County of W. Esquire, sendeth greeting in our Lord God euerlasting. Know yee that I. the sayd A. for diuers and sundry good, sufficient, and reasonable causes mee thereunto specially moving, haue authorized, constituted, ordained, and in my place put my well beloued in Christ R. P. of N. in the County of P. gent. my faithfull and vndoubted Atturney, to enter for me, and in my name, into the messuage of N. and into all and singular lands, tenements, closes, meadowes, feedings, and pastures, and all other appurtenances thereunto belonging, in the County of P. late parcell of the possessions of the late dissolued monastery of Wl. in the said County of P. which I the sayd A. haue of the lease and demise of R. T. of T. in the sayd County of P. and the possession of all and singular the premisses, to take for me, and in my name, and to my vse and behoofe: And the possession thereof taken, and had, to retaine, hire, set, place, and appoint one Bailife or Ouersæer, into, and vpon the sayd messuage, and other the lands, and tenements with their appurtenances aforesayd. And also all other seruants, or labourers, necessary for the sure kæping, occupying, manuring, and vsing of the premisses, and euery parcell thereof, for the most auaile, commoditie, and aduantage of me the sayd A. ratifying, approuing, & confirming whatsoeuer my sayd Atturney shall doe in the premisses, or any of them. And allowing all and euery act and acts, so done by the sayd Attur-

ney, to be as effectuall and ſufficient in law, concerning the premiſſes, or any part thereof againſt me or any other perſon or perſons, as I my ſelfe were preſent, and had done the ſame. In witneſſe &c.

A Warrant of Atturney to releaſe a priſoner.

Sect. 548. TO all Chriſtian people to whom &c. H. D. of A. in the County of G. gent. and R. H. of B. in the ſaid county yeoman, ſend greeting in our Lord God euerlaſting. Wheras R. D. of H. in the county aforeſayd Eſquire, adminiſtrator of the goods and cattels of P. D. knight, his father deceaſed, by his ſufficient writing, bearing date the day of &c. hath giuen vnto vs the ſayd H. and R. by the names of his well beloued kinſman H. D. ſeruant to the right honourable Sir R. S. knight, and his ſeruant R. H. his true and lawfull Atturnies, and to either of vs ioyntly and ſeuerally, full power and authority for him, & in his name, to releaſe, diſcharge, remit, and inlarge one W. P. late of P. in the ſayd county of C. Eſquire, who lyeth priſoner in the Fléete, and ſo hath continued by the ſpace of theſe &c. yeares, being committed to the ſame priſon, by the late Lord W. then Chancellor of &c. for that the ſayd W. P. refuſed to ſtand to the order of the ſayd L. W. concerning a ſtatute merchant, knowledged before the time by the ſayd W. vnto the ſayd P. D. before the Maior of the city of C. for the time being: And further to doe all and ſingular act and acts, thing and things whatſoeuer it were, for and in the name, and behalfe of the ſayd R. D. either before the Lord Chancellor of England, or before any other Iuſtice or Iuſtices, within this Realme, that may be thought conuenient, expedient, or neceſſary for the enlargement, or releaſement of the ſayd W. P. as if the ſayd R. D. had béene preſent in perſon himſelfe, to doe, execute, and conclude the ſame: allowing, ratifying, and confirming for him, his heires, executors, and adminiſtrators, whatſoeuer we the ſayd H. and R. ſhould doe in the premiſſes, abſolutely without condition, to all intents and purpoſes, as by the ſame writing more plainely doth and may appeare. Now know ye, that we the ſayd H. D. and R. H. vpon due conſideration had of all things, touching or concerning the premiſſes, haue by force of the ſayd letter or writing of Atturney, and by vertue and authority of the ſame, for and in the name of the ſayd R. D. releaſed, diſcharged, and remitted, and by theſe preſents doe releaſe, diſcharge, and remit the ſayd W. P. not onely of the ſayd ſtatute Merchant, and of all executions, ſuits, quarrels, debates, and demands concerning the ſame, and of all other debts, ſuits, quarrels, debates and demands, that the ſaid R. D. hath or may haue againſt the ſayd W. P. for and concerning the ſayd ſtatute, but alſo wee the ſayd H. G. and R. H. for and in the name of the ſayd R. D. are contented and agreed, that the ſayd W. P. ſhall be diſmiſſed and diſcharged out of

the

the prison of the sayd Fleet, and set at his full liberty, and not be detained there any longer, neither for, or concerning the sayd statute, or by force of the said order, or commandement of the said late Lord Wil. or for any other matter or cause whatsoeuer, that is depending betweene the sayd R. D. and the sayd Wil. M. before the date of these premisses. In witnesse &c.

A Warrant of Atturney to prosecute all actions, &c.

THis Indenture &c. Betwæne I. S. of D. of the one party, and I. D. of C. of the other party, Witnesseth, that the sayd I. S. hath constituted, made or ordained, and by these presents doth constitute, ordaine and make the sayd I. D. his lawfull and generall Atturney from henceforth to commence, bring, sue and prosecute for him and in his name all manner of actions, as well reall, as personall, as well writ, bill, plaint, or otherwise in any Court or Courts of Record, Court of requests, or in any other Court or place whatsoeuer within this Realme of England, and the same actions and suits and euery of them to prosecute and follow, for, and in the name of the sayd I. S. in as large and ample manner as the sayd I. S. might doe if the same were by him in proper person commenced, sued, or taken. And further the sayd I. S. by these presents doth also constitute, ordaine, & make the sayd I. D. his lawfull and generall Atturney to appeare, make answere and to defend for him, and in his name in all manner of Actions and Suits whatsoeuer they be, which is, or at any time hereafter shall be commenced, sued or taken against the sayd I. S. by any person or persons whatsoeuer, and all things that the sayd I. D. shall doe or make as Atturney vnto the sayd I. S. the sayd I. S. by these presents doth ratifie and approue the same to be his very actuall Deede. And further the sayd I. S. doth constitute, make, authorize, and appoint the sayd I. D. to bee his generall Steward of all his lands, tenements, and hereditaments in the counties of C. D. and C. or elsewhere within the realme of England to vse and occupy the sayd Office of generall steward by himselfe, or by his sufficient deputies, during the pleasure of the sayd I. S. And the sayd I. S. doth also by these presents giue full power and authority vnto the sayd I. D. and such deputy and deputies as the sayd I. D. hereafter shall name & appoint, to receiue & take, & to admit one tenant or tenants by copy of Court Roll, according to the customes of the Manors aforesayd, or any of them, & also to take & assesse any fine or fines, vpon tenant or copiholder of the sayd manors, lands, and tenements, or any part or parcel therof vpon any interest, cause of forfeiture, surrender, or for the breach of any condition or otherwise by any vnlawful way or meanes whatsoeuer. And what thing the sayd I. D. his deputie or deputies shall doe, for and in the name of the sayd I. S. in executing and doing of the premisses appointed vnto the office of the generall Steward, the said

I.S. doth ratifie and approue the ſame to be his owne actuall deed, and the ſayd I.S. for him and his heires by theſe preſents doth alſo giue full power and authority vnto the ſayd I.D from time to time hereafter to demiſe, ſet, and let to farme for and in the name of the ſayd I.S. ſuch part and parcell of his ſayd manners, lands, and tenements, as to the ſayd I.D. ſhall ſeeme meete and conuenient to be demiſed & letten to farme to any perſon or perſons for and during the terme of yeares from the making of ſuch leaſe and demiſe, and not aboue, reſeruing vpon any ſuch leaſe and demiſe ſuch yearely rent, and taking ſuch fine for the ſame to the vſe of the ſayd I.S. as the ſaid I.D. ſhall thinke meet & conuenient to be payd & reſerued for the ſame. And the ſayd I.S. doth further conſtitute, ordaine, and make the ſayd I.D. to be his Receiuer generall of all his lands, tenements, rents, reuerſions, profits, debts, and ſummes of money, whatſoeuer they be, or which hereafter ſhall or may in any wiſe bee due vnto the ſayd I.S. And that the ſayd I.D. by theſe preſents ſhall haue full power and authority to receiue and take to the vſe of the ſayd I.S. at the hands of all and euery the tenants, farmers, bailifes, and debtors, of the ſaid I.S. all and euery ſuch ſumme or ſums of money as now is, or that hereafter by any way or meanes ſhall bee due to the ſayd I.S. And the ſayd I.S. doth further authorize the ſayd I.D. by theſe preſents, and to him doth giue full power and authority, that hee the ſayd I.D. vpon receipt of any ſumme or ſummes of money, ſo by him hereafter to be receiued, ſhall and may make ſuch lawfull diſcharge for the ſame, by deed, releaſe, or acquitance, in the name of the ſayd I.S. or elſe by deliuering or cancelling of any writing Obligatory, or by any other waies or meanes, as by the ſame I.D. from time to time ſhall be thought meete and conuenient to be had, made, and done. And whatſoeuer deed or deedes, releaſe, acquitance, or other diſcharge, which the ſayd I.D. ſhall make, ſeale, and deliuer for cancelling of any writing Obligatory, or by any other way or meanes, as by the ſayd I.S. from time to time ſhall be thought meete and conuenient to bee had, made, or done, and whatſoeuer deed or deeds, releaſe, acquitance, or other diſcharge, which the ſayd I.D. ſhall make, ſeale, or deliuer, for, and in the name of the ſayd I.S. touching, or in any wiſe concerning the premiſſes, the ſayd I.S. for him, his executors and adminiſtrators, doth by theſe preſents from time to time ratifie, approue, and confirme the ſame to be his lawfull act and deede. And the ſayd I.S. doth further authorize the ſayd I.D. by theſe preſents, that the ſayd I.D. ſhall and may from time to time hereafter take accompt of all and euery his tenants, farmers, bailifes, rentgatherers, and other Officers of the ſayd I.S. whatſoeuer they be, of, and for the rents, reuenues, and profits, or ſums of money by them, or any of them, receiued to the vſe of the ſayd I.S. or which they or any of them ſhall hereafter receiue to the vſe of the ſayd I.S.

And

And that he the sayd I.D. vpon euery such accompt so by him to be taken, or by the receit of any such rent, profit, or summes of money by him to bee had by the hands of the sayd farmors, bailifes, tenants, rentgatherers, or other officers, to the vse of the sayd I.S. shall and may by vertue hereof giue vnto euery such farmor or bailifes, of whom he shall take any such accompt, or receiue any such rents, reuennes, profits, debts, or summes of money, allowance, for, and in the name of the sayd I. S. of so much, and of such part and portion of the sayd rents, reuennes, &c. as to the sayd I.D. by his discretion shall bee thought meet and reasonable to bee giuen and allowed, and that euery such allowance of euery such summe or sums of money hereafter by the sayd I.D. to be had, made, and giuen, shall bee as good and effectuall in the law, to all intents and purposes against the sayd I.S. his executors and administrators, and euery of them, as though the same allowance had bëne had, made, and giuen by the sayd I.S. in his owne proper person. And further the sayd I.S. doth giue full power and authority vnto the sayd I.D. at all and euery time and times hereafter to make payment and deliuery, for, and in the name of the sayd I.S. of euerie such summe or summes of money as the sayd I. D. by a letter or writing subscribed with the hand of the sayd I.S. shall be commanded, assigned, appointed, or required to pay or deliuer either vnto the sayd I. S. or to any other person or persons whatsoeuer they be. And the sayd I.S. doth further grant by these presents, that when and as often as the sayd I. D. at any time hereafter shall make any payment or deliuery out of his hands of all the said rents, receits, & sums of mony hereafter by him to be receiued to the vse of the sayd I.S. or any part or parcel thereof by vertue or authority of any such writing, or letter subscribed with the hand of the sayd I.S. That then the sayd I.D. his executors or administrators, after such payment and deliuery of any such sum or summes of mony, shall be thereof and of euery part thereof cleerely discharged against the sayd I.S. his executors and administrators by these presents. And further, the sayd I.S. for him & his heires by these presents, doth giue full power and authority to the sayd I.D. clerely to bargaine and sell all that his manor of S. in the County of L. and all other meluages, lands, tenements, and hereditaments in S. aforesayd, or elsewhere, in the sayd County of L. or any part or parcell thereof, as the sayd I. D. at any time or times hereafter shall thinke mëte and conuenient to be sold, and for such summe or summes of money, as the sayd I.D. shall thinke meete to be taken for the same to the vse of the sayd I.S. And what bargaine, contract, or sale soeuer the sayd I.D. shall conclude and agree with any person or persons of the sayd manor, or any part or parcell thereof, the said I. S. doth giue his full consent thereunto, and the same doth ratifie, approue & confirme by these presents.

And further, the sayd I. S. doth constitute and ordaine the sayd I. D. to be his Surdeyor of his mannors, lands, tenements, and hereditaments whatsoeuer they bee within the Realme of England, and doth giue full power and authority vnto the sayd I. D. to make such profit and commodity of the sayd mannors, lands, tenements, and hereditaments, and euery part thereof as well in wood, sales and selling of woods and vnderwoods, in, and vpon the premisses, or any part thereof, and also by all other reasonable wayes and meanes which the sayd I. D. shall thinke most meete and conuenient to be had, made, and done, for the profit and commodity of the sayd I. S. And moreouer, the sayd I. S. doth giue full power and authority vnto the sayd I. D. by these presents, that he the sayd I. D. shall and may at all time and times, and from time to time hereafter, doe or make, or cause to be done or made, for, and in the name of the sayd I. S. all and euery such act and thing whatsoeuer it be, which the sayd I. D. by any letter or writting subscribed with the hand of the sayd I. S. shall at any time hereafter be commanded, required, willed, or desired, to make, or do for the sayd I. S. And whatsoeuer act, deed, or thing which the said I. D. shall at any time or times hereafter do or make, or cause to be done or made, for, and in the name of the sayd I. S. by force of any these presents, any such writting or letter, according to the effect, tenor, and true meaning of these presents, the sayd I. S. doth ratifie, approue, allow, and confirme the same, and euery act, thing, and deed whatsoeuer hereafter to be had, made, or done, to be his lawfull act and deed, and to bee good and effectuall in the law, to all intents and purposes, to, and against the sayd I. S. his heires, executors, and administrators, by vertue of these presents.

A warrant of Atturney to reuoke administration.

Sect. 544. PAtet vniuersis per præsentes, quod cum nobilis fœmina domina Eliz. relicta nuper prænobilis viri G. Comitis S. nuper Comitis Mareschalli Angliæ defuncti, administrat' omnium & singulorum bonorum, iurium & creditor' & cattallor', quæ fuer' dicti nuper prænobilis viri tempore mortis suæ, infra iurisdictionem Reuerendissimi in Christo patris & domini I. prouidentia diuina E. Archiepiscopi A. primatis & Metropolitani existent', ipsi præfat' dominæ E. auctoritate dicti dom' patris de facto committi, ipsamque administraticem eorundem bonorum & cæterorũ præmissorum ordinari & constitui, procurauerit & obtinuerit: Nunc ego G. Comes S. filius & hæres dicti nuper prænobilis viri patris mei defuncti, dilectos mihi in Christo I. S. I. B. W. F. & E. F. notarios publicos almæ curiæ Consist' E. procuratores generales meos, certos, legitimos, & indubitat' actores, factores, procuratores, negotiorumque meorum gestores & nuntios speciales ac generales ad infrascript',

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nomino,ordino,facio,& constituo per præsentes. Dans & concedens eisdem procuratoribus meis coniunctim & eorum cuilibet per se diuisim & insolid', Ita quod non sit melior condic' occupan', nec deterior subsequen', sed quod vnus eorum inceperit, id eorum aliquis per se libere prosequi valeat pariter & finire, potestatem generalem & mandat' speciale pro me, ac vice,loco & nomine meis, coram venerabilibus viris Mr'o I.B. legum doctore,& M.S. artium mr'o, tam almæ curiæ prærog. Archiepiscopi E. custodibus,magistris,siue Commissariis, quã etiã Scaccarii dicti reuerendissimi patris Commissar', seu eorum altero,vel eorum seu alterius eorum surrogato siue deputato, aut alio iudice in hac parte competent' quocunque cõparend' & interessend',mequè à personali comparation' in ea parte excusandi,ac causam & causas absentiæ meæ huiusmodi allegand', proponend', probandi, dictamque administr' & literas desuper fact' & obtent',potestatemq; quamcunque dictæ dominæ Eliz. in ea parte quomodolibet concessam & commissam reuocari, cassari, & ad omn' iuris & facti effect', annullari, ipsamque admin' omn' & singul' bon' iur' & creditor', & cattallor' nondum administr' (quæ fuerunt dicti nuper patris mei defuncti tempore mortis suæ infra Prouintiã E. existent')ipsumq; & testament' siue vltimam voluntatem suã qualitercunq; tangent' & concernent',mihi præf. G. constit',vnà cum dicto testament° siue vltima voluntate annex' : ac in complement' illius testamenti, ac iuxta formam,effect',& intentionem eiusdem disponend' decerni & cõmitti,petendi,requirendi,& obtinend',iuramentumque tam de fideli administr' eorund' bonorũ,iurium,creditor',& cattallorum omnium & singulorũ quatenus ad manus nostras peruenerint, siue peruenire poterint, quam de fideli & pleno inuentar',veroque pleno & fideli compot', calculo, siue ratiocinio de eadem administr' mea, ac bonis & cæteris præmissis pro loco & tempore congruis & opportunis reddend' & exhibend' pro me, ac in animã meã præstand' & subeund', ipsumque inuentarium & compot' prædict' exhibend' & reddend',ac me ab vlteriori compot',calculo,siue ratiocinii in ea parte redditione finaliter dimitti,absolui & liberari petendi, beneficium insuper absolutionis à quibuscunque suspenc' excommunic' siue interdictionis summis latis seu fiend' mihi impend' penend' & obtinend'. Quodcunque etiam iurament' licitum & honestũ in animam meam quoties & quando opus fuerit subeund' & præstand', Et generalia omnia & singula alia faciend', exequend', procurand' & expediend' quæ in præmissis aut circa ea necessaria fuerint seu quomodolibet opportuna,etiã si mandat' de se magis exigant speciale quã superius est expressum. Promittoque me ratum.gratum & firmum perpetuo habiturum totum & quicquid dicti procuratores mei coniunctim vel diuisim in præmissis, seu eorum aliquis fecerit aut fecerint sub hypotheca &

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obligation' omnium & ſingulor bonor meorum,& cautionē in ea parte expono per præſentes. In cuius rei teſtimonium (quia meum non eſt autenticum) ideo ſigill' capituli eccleſiæ collegiatæ beatæ M. de S. in com M.quæ ad cauſas vtuntur, præſentibus apponi procuraui. Et nos capitulum antedictum ad petition' partis dicti prænobilis viri domini G.comitis S. conſtituent,ſigillum noſtrum prædict' præſentibus apponi fecimus. Dat &c.

Adminiſtration granted by the Archbyſhop of Canterburie vpon renuntiation, thintеſtate hauing goods in diuers Dioces.

Sect.545. IOhann' prouidentia diu'a Cant Archiep totius Angliæ prim & Metropolitanus dilect' nobis in Chriſto prænobil' viro domin' G.com moderno S.filio naturali & legitimo diu G. nuper comitis S. & com Mareſchalli Angliæ præclarique ordinis garterii militis def. Salutem. Com idem dominus G. def. habens dum vixit & mortis ſuæ tempor bona,iura ſiue credita in diuerſis dioceſib. ſiue Iuriſdictionibus ſuum, dum egit in humanis, rite & legitime condiderit teſtamentum ſuum in ſe continens vltimam voluntatem, in quo ſiue qua E.T. & H.T armig' filios ſuos naturales & legitimos nominauerit,ordinauerit, fecerit & conſtituerit executores. Qui quidem executor ex certis cauſis animos ſuos in hac parte iuſte mouent oneri execuc' dict' teſtiment' expreſse renunciauerunt Cuius ptextu omnium & ſingulor bonor,iurium & creditorum antedict' def. planeria diſpoſitio adminiſtrationiſque eorundē Commiſſio, Necnon compi, calculi ſiue ratiocinii adminiſtrationis huiuſmodi auditio finaliſque libertat ſiue dimiſſio ab eadem ad nos ſolum & in ſolidum & non ad alium nobis inferiorem iudicem notoriæ dignoſcuntur pertinere. Nos vero affectantes vt bona,iura & credita dict' defuncti bene ac fideliter adminiſtrentur, dictumq; teſtamentum perimpleatur,ſuumq; debitum ſorciat' effectum, Ad adminiſtrand' igit bona, iura et credita huiuſm iuxt tenorē & effectum teſtamenti ſuprad pſentibus annex' ac bene et fidelit diſponend de eisd, Necnon credita quæcunq; di t' def. petend,colligend, leuand et exigend q ad eundem def. dum vixerit et mortis ſuæ tempore pertinuerunt, Ac primo de ſoluend æs alienum in quo idem def. hmdi mort ſuæ tempore extitit obligatus,deinde legata in dict' teſtament pſentibus (vt refertur) annex' contenta et ſpecificata, quatenus bon',iur et credita ſua hmdi ad hoc extendant,iuxta ratam eorund,Tibi de cuius fidelitat in hac parte confidimus de bene & fidelit adminiſtrand' ead,Ac de p'eno et fidel' inuentor omnium et ſingulor bonor,iurium et creditorum hmdi conficiend, Et illud in curiam prerogatiuæ nræ Cant ſecundo die poſt feſtum

Aſcen'

Aſcen' domini noſtri proxim futur exhiben'. Necnon de pleno et vero Compo, calculo ſiue ratiocinio in ea parte reddend ad ſancta dei Euangelia in perſon' mri G.C. notarii publici procurat tui in hac parte legitim conſtitut iurat plenā tenore ꝓſentiū committ poteſtatem. Teq; adminiſtrator omnium & ſinguloꝝ bonoꝝ, iuriū et creditorum hmōdi ordinauimus, deputamus, et conſtituimus per ꝓſentes. Dat London' 23. D. Anno 1560. Et nr̄æ tranſlation' An' 8.

A Letter of Atturney to exhibit a Will and Inuentorie and take adminiſtration and accompt.

PAteat vniuerſis per præſentes ꝙ ego dominus G. Comes S. ac filius naturalis et legitimus domini G. nuper Comitis S. defunct' habentis dum vixit & mortis ſuæ tempore bon' iur ſiue credita in diuerſis dioceſ. ſiue iuriſdictionibus dilectos mihi in Chriſto I.L. T.W. E.F. & C. et G. C. notarios publicos almæ Cur Cant de Arch. Lond' procuratores generales meos vero, certos, legitimos, et indubitatos procuratores, actores, factores, negotiorumq; meoꝝ geſtores et nuncios ſpeciales ordino, facio, et conſtituo per præſentes: Doq; et concedo eiſd procuratoribus meis coniunct' et eorum cuilibet per ſe diuiſim poteſtat general' et mandat ſpeciale pro me et nomine meo coram Cur' prærogat Cant mag' cuſtod ſiue commiſſario eiuſdem ſurrogato aut alio Iudice in hac parte competenti quocunq; comparendi meq; à perſonali comparation' excuſandi, ac eom et cauſas abſent meæ hmōdi allegend, proponend' et proband', teſtamentumq; ſiue vltimā voluntat dicti def. in ſcript reduct' exhibendi, et adminiſtr omniū et ſinguloꝝ bonoꝝ, iur et creditoꝝ eiuſd' def. vna cū teſt' et vltima voluntate hmōdi annex' mihi cōmitti petend' et obtinend, iuramentumq; tam de fideli adminiſtrat' omnium et ſinguloꝝ bonorū, iur et creditoꝝ hmōdi per me obeund, quam de fidel' Inuentario, Necnon plano et vero comp, calculo et ratiocinio oīum et ſinguloꝝ bonorū, iur et creditorū hmōdi ꝑ me reddend' et exigend' pro loco et tempore congruis et opportunis in an'am meā ſubeund' et ꝑſtand'. Inuentariū etiam compotum, calculū ſiue ration' hmōdi nomin' meo exhibend' et introducend', ac me ab vlterioꝝ comp bonorū, iurium et creditoꝝ hmōdi redditione dimitti petend' et obtinend' beneficium inſuper abſolutionis a quibuſcunque ſuſpencionis, excommunicationis, vel interdict' ſmiis in me qualitercunque latis mihi impendi, petend', et obtinend', et qdcunq; iuramt de iure in ea pte requiſit in animam meā ꝑſtand et ſubeund. Et general' omnia et ſingul' alia faciend, exercend', et expediend', quæ in pmiſſis, aut circa ea neceſſaria fuerint, ſeu quomodolibet opportuna etiamſi mandat de ſe magis exigant ſpeciale, quam ſuperius eſt expreſſum. Promittoque me ratum, gratum, Sect' 546.

& firm' perpetuo habiturum totum & quicquid dicti procuratores mei fecerint, ſeu eorum aliquis fecerit in hac parte ſub hypotheca & obligatione omnium & ſingulorum, bonorum meorum,& in ea parte cautionem expono per præſentes. In cuius rei teſtim' ſigillum exemptæ iuriſdictionis præbendarii Præbend' de B. præſentibus apponi procuraui. Et nos Præbendarius antedictus ad ſpecialem rogatum dict conſtituen' ſigill' noſtrũ huiuſmodi præſentibus appoſuimus. Datum xxiiii. die menſis Decembris Anno dom' &c.

Licences.

A Placard or Licence for a Croſſebow.

Sect. 547. ELizabeth &c. To all manner our Officers, Miniſters, and ſubiects, of what eſtate, degrée, or condition ſoeuer they bee, theſe our letters hearing, ſéeing, and to euery of them gréeting. Albeit that by the authority of our high Court of Parliament it is ordained and enacted, that no manner of perſon vpon certaine penalty ſhal without our ſpecial licence, vſe or occupy any Croſſebow within this our Realme, except he be a Lord, or that he or any other perſon or perſons to his vſe haue lands of frée hold to the yearely value or extent of one hundred ponnds, aboue all charges and repriſes, as in the ſayd Act it is expreſſed more at large: Yet we neuertheleſſe, of our grace ſpeciall for certaine cauſes and conſiderations vs mouing, haue by theſe preſents licenced our wel beloued I. W. to occupy and exerciſe his Croſſebow at his liberty, without any penalty or forfeiture ſuſtaining in that behalfe: the ſayd act or any other acts heretofore made or paſſed to the contrarie notwithſtanding. Wherefore we will & command you, & euery of you, to permit and ſuffer the ſame I. to vſe and enioy the whole effect of this our licence without any your diſturbance or interruption to the contrary. Prouided alwayes, that vnder colour hereof, he in no wiſe vſe his Croſſebow within our Foreſts, Parkes, or Chaces, to the diminiſhing of our Déere or game within the ſame, vpon penalty of the ſtatute in ſuch caſe prouided and ordained. Giuen vnder our ſignet the &c.

Another Placard for a Croſſebow.

Sect. 548. ELizabeth &c. (*vt ſupra*) gréeting. We let you to wit, that by theſe preſents we haue licenced our welbeloued ſubiect N. not onely to occupy and exerciſe ſhooting in his Croſſebow in all places from henceforth at his liberty: but alſo to haue, keepe, and retaine the ſame in his houſe, or elſewhere at his libertie and pleaſure, without any penalty or forfeiture ſuſtaining in that behalfe. Wherefore we will and command you &c.

A Licence for Apparell, and to ſhoot in Croſſebowes and Handguns.

REgina &c. Sciatis quod nos de gratia noſtra ſpeciali, ac ex certa ſcientia & mero motu noſtr̃, conceſſimus & licentiam dedimus W.B. armigero, quod ipſe durante vita ſua ad libitum & voluntatem ſuam vti, exercere, & gaudere quibuſcunque veſt', apparat̃, & cathen': Necnon ſagittare in quibuſcunque arcubus vocat̃ **Croſſebowes**, ac in bombardis vocatis **Handgunnes**, & eas cuſtodire tam in domibus, & aliter, ſicut aliquis legeus noſtr̃, terras & tenementa habens ad annuum valorem centum librar̃ ad terminum vitæ, exercere, ſagittare, cuſtodir̃, & gaudere, licitè & impunè valeat & poſſit, abſque aliqua forisf. pœna, ſiue depardito, & abſq; perturbatione, moleſtatione, inquietatione, impedimẽto ſeu grauamine quocunq;: aliquibus ſtatutis, prouiſionibus, ſiue reſtrictionibus inde fact', æditis, ordinat̃ ſiue prouiſis non obſtantibus. In cuius rei teſtimon' has literas noſtras fieri fecimus patentes. Teſte me ipſa apud Weſtm̃ &c. Sect' 549.

A Licence to retaine men.

REx omnibus &c. Sciatis ꝙ nos de gratia noſtra ſpeciali, ac ex certa ſcientia & mero motu nr̃is dedim̃ & conceſſimus, ac p̃ p̃ſentes damus & concedim̃ dilect' & fidel' nr̃o T.N. Militi, vni Iuſticiar̃ noſtror̃ de communi banco, hanc libertatẽ ꝙ ipſe durante vita ſua ad placit̃ ſuum de tempore in tẽpus legitime & impune retinere poſſit xx. homin' quoſcunq; p̃ alĩq; ſcript̃, ſacram̃, promiſſion' ſine aliquo alio mod' quocunq; & eiſd̃ xx. hominibus dare poſſit xx. liberatas panellor̃ vel ſigna vel Bageas, cuicunq; qui de ipſo habere voluerint eaſd̃ liberatas, ſigna vel Bageas, ſiue aliqua ſeu aliquas ad ipſum ſeruiend̃, licet non ſint nec fuerint, nec ſit nec fuerit balliui ſeu ball' ipſius T.E. Et etiã licet non ſint nec fuerint, nec ſit nec fuerit cum ipſo T.E. retentus ad ipſum ſeruiend̃ in hoſpitio ſuo ſiue aliter, & eiſd̃ xx. hominibus concedimus & eor̃ cuilibet authoritatem & poteſtatẽ recipiend̃ & vtend̃ eiſd̃ liberat̃, ſign' vel Bageis. Habend̃, tenend̃, & gaudend̃ d̃ libertatẽ & authoritat̃ pro termino vitæ ſuæ, abſq; impedimento, interruptione, moleſtatione, inquietatione, actione vel punitione nr̃i, aut hæred̃ nr̃orum, ac miniſtror̃ & ſubditor̃ noſtror̃ quorumcunq; & abſq; aliqua forisfactur̃ ſeu indẽpnitate ipſius T.E. pro exercitio, occupatione, ſeu factione p̃miſſor̃: Aliquo ſtatut̃, actu, ordinatione, prouiſione, ſeu reſtrictione in contrar̃ antehæc tempor̃ facto, ædito, ſiue prouiſo in aliquo non obſtante, aut aliqua alia cauſa vel materia quacunq; non obſtante. Eo quod expreſſa mentio Sect. 550.

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de certitudine præmiſſor', aut de aliis donis ſiue conceſſionibus per nos præfat' T. ante hæc tempora factis in præſentibus minime facta exiſtit, aut aliqua alia re, cauſa vel materia quacunque non obſtante. In cuius &c.

Per ipſum Regem & de dato prædicto &c.

A Licence to weare a cappe.

Sect. 551. ELixabeth &c. To all manner our ſubiects, aſwell of ſpirituall prehemi-nence and dignity, as of temporall authority theſe our letters hearing or ſeeing, and euery of them greeting. Forasmuch as wee be credibly informed, that our welbeloued T. W. for diuers infirmities which hee hath in his head, cannot conuenientlp without his great danger be diſcouered of the ſame: we let you to wit, that in conſideration therof, we haue by theſe preſents licenced him to vſe and weare a bonet at all times, aſwell in our preſence as elſwhere at his liberty. Wle therefore will and command you and euery of you, to permit and ſuffer him ſo to do, without any your challenges or interruptions to the contrary, Giuen vnder our ſignet at our palace at W. the xx. day of M. in the &c.

A Licence to be abſent from the Parliament.

Sect. 552. TRuſtie and welbeloued, we greet you well, and forasmuch as wee be informed that ye by reaſon of your age, impotency, and other ſickneſſe cannot conueniently without great danger, trauell nor labor to our high court of Parliament: Wee therefore in conſideration hereof licence you by theſe preſents to take your eaſe, and to be abſent from our ſayd Parliament during the continuance or prorogation of the ſame, Any act, ſtatute, or ordinance heretofore made to the contrary notwithſtanding. Giuen &c.

A Licence to be non reſident.

Sect. 553. HEnricus octauus Dei gratia Angliæ, Franciæ & Hiberniæ Rex, fidei defenſor, ac ſub Chriſto in terr' eccleſiæ Anglican' & Hibern' ſupremum caput, omnibus ad quos præſent' literæ peruener' Salut', Sciat' quod de gratia noſtra ſpeciali, dedimus ac conceſsimus, ac per præſentes damus & concedimus pro nobis & hæredibus noſtris, dilecto ſubdito noſtro domino W. B. clerico vicario perpet' vicariæ perpetuæ ſiue eccleſiæ parochial' de G. in comit' noſtro E. Lond' dioceſis, vt ipſe liber' & licit' valeat poſt hæc quocunq; tempore, & quamdiu ſibi placuer' ſe abſentare a dicta vicaria perpet', ſeu benefic' ſuo de C. prædict', nec teneatur quouiſmodo in dict' beneficio ſuo corporalem facere reſidentiã, aut perſonaliter

sonaliter residere, quamuis authoritate vel mandato inuitus compelli possit vel cogatur, & hoc absq; perturbatione, vexatione, molestatione, vel contradictione aliqua, nostr', hæred', offic', seu subditorum nostrorum quorumcunque, statuto de residentione cleric' de, & super beneficiis suis in parliamento nostro tento apud Westm' ann' regni nostri 21. aut aliquo alio statuto, actu, ordinatione, re, causa, vel materia quacunq;, in contrar' ædit' in aliquo non obstante &c. In cuius &c.

A Licence to Brew.

WHereas A. Y. of W. in the county of D. Husbandman, hath come before vs sir G. F. Knight, and F. R. Serieant Law, two of the Ma. Maiesties Iustices of Peace within the said County, and bound themselues in a Recognisance with sufficient sureties, to brew, to sell, and kéepe a common Alehouse, according to the Statute of Brewers, made in the first yeare of the reigne of our late Soueraigne Lord and King Edward the first. Now know you vs the sayd sir G. and F. R. to haue licenced the said A. Y. to brew, to sell, and kéepe a common Alehouse, according to the sayd Statute. Giuen vnder our hands the thirtéenth of I. in the 36. yeare of the reigne &c. Sect. 554.

A Licence to keepe a Wine Tauerne.

THis Indenture tripartite made &c. Betweene R. E. of W. in the countie of E. gentl. deputy & assignee of E. Y. esquire, to execute for him, and in his name, the effect of certaine authorities to him giuen, by certaine letters patents hereafter mentioned on the one party, and I. D. vintner of R. in the county of Y. of the other party, Witnesseth, That whereas our sayd soueraigne Lady by her letters patents, dated at H. Court the 22. day of April, in the twelfth yeare of her Maiesties reigne, amongst other things in the same letters patents expressed, hath giuen and granted full and frée liberty, licence, power, and authority vnto the sayd E. Y. his deputy and deputies, assignée, and assignées, and euery of them that hee or they or any of them, at all and euery time and times hereafter, during the life naturall of the said E. Y. shall and may at his and their liberty and pleasure, and for such considerations, and summes of money to be paid to his and their onely vse, as to him or any of them shall be thought most méet and conuenient, giue and grant full and frée libertie, licence, power, and authority, to such person and persons which now be, or hereafter shall be nominated, assigned, or appointed by writing tripartite indented, betweene the sayd E. Y. his said deputy or deputies, assignée or assignées on the one party, and euery of the same person and persons, which now be, or hereafter shall be nominated, assigned, or appointed by the sayd E. Y. his deputy or assignes, or any of them Sect. 555.

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of the other part, whereof euery part of the same Indentures shall be sealed and deliuered by the sayd parties. And the one part thereof shall be certified and deliuered into our sayd Soueraigne Lady the Quæenes Court of C. to kæpe a Tauerne or Tauernes, or to sell and vtter, ingrosse and retaile wine and wines, by the gallon, or lesse or greater measure. And that all and euery the sayd person and persons now nominated, assigned, or appointed, or which shall bee nominated, assigned, or appointed, as is aforesayd, and euery or any of them, shall and lawfully may, during the naturall life of any and euery of the sayd person and persons so nominated, appointed, or assigned, or which shall bee so nominated, assigned or appointed, buy, sell, vtter, ingrosse, and retaile by the Gallon, or lesser or greater measure, all and euery good and wholesome wine and wines, of what nature, kind, or name soeuer the same be, in the Cities, Townes or places, where he or they shall be so assigned or appointed, as is aboue mentioned, at his and their pleasure, and at, and for what price and prices whatsoeuer, to his and their most profit and commoditie. The Statute, made in the seuenth yeare of the late King Edward the first, or any other law, statute, proclamation, restraints, limitation of price, or other things whatsoeuer, to the contrary in any wise notwithstanding: with the further power, licence, libertie, and authoritie of our sayd Soueraigne Ladie, in the sayd Letters Patents expressed, set forth, and declared in euery behalfe, and to euery intent and purpose, and for the naturall liues of such person and persons, as shall be licenced and authorized by the sayd E. Y. or his sayd deputy, assignee, or any of them, as by the purport, true intent, signification, & meaning of the sayd writing tripartite Indented shall be contained and mentioned, to be giuen and granted vnto them by the sayd E. Y. or his sayd deputies, assignée or assignées, by vertue, force, & authority of the same Letters Patents, & by the same Letters Patents more amply, fully, & at large appeareth. By authority and vertue of which Letters Patents the sayd E. Y by his writing of deputation, dated the third of May, in the twelfth yere aforesayd, remaining of Record inrolled in the Court of our said Soueraigne Lady in her Chancery hath constituted, ordained, and made the sayd R. E. his deputy and assignee, of and for the execution of the same Letters Patents. In accomplishment & execution of which Letters Patens & deputation, & for and in consideration of a sum of money concluded, agréed, &c. by the sayd I. D. to the sayd E. Y. the sayd R. E. as deputy and assignee of E. Y. and for, and in the name of the sayd E. Y. by force and authority of the sayd Letters Patents, doth by these presents nominate, assigne, and appoint the sayd I. D. his seruants, deputies, and assignees: And also by vertue of the sayd Letters Patents, as deputy of the said E. Y. doth giue and grant full and free liberty, licence, power, and authority vnto the

the sayd I. D. his seruants, deputies, and assignees, or any of them, to haue vse, and keepe one Tauerne or Wine-celler within the sayd towne, during his naturall life, aswell within his mansion house, as otherwise within the sayd towne, and to buy, sell, vtter, ingrosse, by retaile, by the gallon, or lesse, or greater measure, all and euery good and wholesome wine and wines, of what nature, kind, or name soeuer the same shall be, at his and their pleasure, at these prices hereafter mentioned: that is to say, French Wines, Gascoigne, Guien, Rochell, and such like, as shall not exceed the price of sixteene pence the gallon, & all other wines at two shillings the gallon, saue onely Muskadell, which shall bee at two shillings eight pence the gallon, and not aboue: The sayd statute, or any other law, statute, proclamation, restraint, limitation of price, or other thing whatsoeuer to the contrary in any wise notwithstanding. All which liberty, licence, power, and authority, our said Soueraigne Lady hath promised by the sayd letters patents, for her, her heires, & successors, not onely, that her Iustices, Barons of the Exchequer, Serieants at Law, Atturney, and Solicitor generall, and other her learned Councell in the lawes of this Realme, shall and will at all time and times hereafter accept and allow in all and euery Court and Courts of Record, and other places whatsoeuer, as a good and sufficient barre, release, & discharge against her, her heires and successors: But also the Letters Patents, or the inrollement thereof, and this Indenture tripartite being shewed forth, and certified into the sayd Court of Chancery, shall be a sufficient warrant, to and for the sayd I. D. by himselfe or ioyntly with others, hauing the like licence and dispensation from the Queene, her heires and successors, to haue his or their Letters Patents vnder the great Seale of England, in more and better due forme of Law to be had and made in his and their names, according to the purport and true meaning of these Presents. And also to the Lord Chancellor, and Lord Keeper of the great Seale of England, and to euery of them for the time being, a sufficient and immediate Warrant, to make, passe, and deliuer the same Letters patents vnto the sayd I. C. vnder the great Seale of England, without bearing or paying any other charges than onely such ordinarie fees, for writing, examining, inrolling, and insealing of the same, both at the Signet, priuy Seale, and great Seale, as heretofore hath been accustomed, so there be not aboue the number of ten persons in any our Letters Patents, to whom the same shall be made or granted: Wherefore the sayd I. C. being now licenced to keepe a Tauerne, and to sell Wines as aforesayd, doth most humbly require, that he may haue the Queenes highnesse Letters Patents vnder the great Seale of England in due forme of Law to him to be made, rendred, and granted, according to the purport, tenor, and effect of this present licence, and according to the true intent

and meaning of the sayd Letters Patents before in these presents mentioned. In witnesse whereof, as well the sayd R. C. with the seale of the sayd E. H. by him deliuered, as his Seale of Office in this behalfe, as the sayd I. C. to euery part of the sayd Indentures haue set their hands and seales the day and yeare aboue sayd.

A Licence to purchase in Mortmaine.

Sect' 556. REx omnibus ad quos ꝑsentes literæ peruenerint &c. Sciatis ꝙ nos de gratia nostra speciali, ac ex certa scientia et mero motu nostr̄, ac ob amorem quem erga dilectos nobis in Christo Prior̄ et Conuent̄ de R. gerimus et habemus, cõcessimus, ac licentiã dedimus, ac ꝑ ꝑsentes concedimus, ac licentiã damus pro nobis et hæredibus nostr̄ quantum in nobis est, & ꝑf. priori & Couent̄ & eor̄ successor̄ ꝙ ipsi & successi. de tempore in tempus imposterũ, quando eis melius videbitur expedire, terr̄, tenement', & reddit', cum suis pertin', ad annuũ valorem centum libr̄ vltra repris. & onera q̄cunq̄ vel infra, de quacunq̄ persona siue de quibuscunq̄ personis ea eis dare, concedere, legare, assignare, vel alienare volenti vel volentibus, licet de nobis in capite vel aliter mediat' vel immediate aut de ipso Priorat' siue domo, vel de aliis person' vel ꝑsona teneantur, acquirer̄ & recipere possint: Habend̄ & tenend̄ sibi & successoribus suis in domus sue augmentac' siue sustentation'. Et eidem ꝑson' siue eisdem ꝑsonis ꝙ ipsa vel ipsam terr̄, tenem̄t' & reddit. p̄dict. p̄dict. priori & Couentui & succes. suis ad annuũ valor̄ p̄dict. vel infra, dare, concedere, legare, assignare, vel alienare possint & valeant. Ita semper ꝙ dicti Prior & Couent', vel successor̄ sui infra ann' proxim̄ post hm̄di ꝑquisition', acquisition', & reception' terr̄ar̄ & tenement. p̄dict', ad dict̄ annuum valor̄, vel ad aliquem aliũ infra eund̄ sibi & succes. suis vt ꝑmittitur, fact', dent, & concedant alien' person. siue personis, & hered. suis, cui vel quibus eis p'acuerit terr̄ & tent. ipsor̄ Prior̄ & Conuentus q̄ iam habent & possident in iure Priorat. sui p̄dict. tanti annualis valor̄ existen. vltra omnia onera & repris. quanti eadem terr̄ & tenem̄t̄, sic per ipsos Prior̄ & Couent̄ seu succes. suos adtunc vt ꝑmitt̄, perquisit̄ & recept̄ vltra omnia onera & repris. se attingant: Statuto de terris & tenem̄t̄ ad manum mortuam non ponendis edito, siue aliquo alio statuto, actu, siue ordinatione inde in contrar̄ fact. ordinat', siue prouiso in aliquo non obstante. Nolentes ꝙ p̄dict' Prior & couentus vel successores sui, aut p̄dict. person' aut dicta persona vel h. red̄ sui vel eor' aliqui per nos, vel hæred̄ nostr̄ Iusticiar̄, Escheator̄, Vicecomites, Coronator̄, aut alios Balliuos seu Ministr̄ nostr̄, seu dict. hæredum nostrorum vel succes. nostror̄ quorumcunq̄

cunq; ratione p̄missor̄,vel eorum alicuius molestentur,inquietentur,seu grauentur, nec eor̄ aliquis molestetur nec in aliquo grauetur: Et hoc absq; fine seu feodo magno vel paruo in hanaperio Cancell' nostr̄ vel alibi, ad opus nostrum pro p̄missis, vel aliquo p̄missor̄ soluend' vel faciend': Et absq; aliqua inquisition' siue inquisition' inde p̄textu, vel virtute aliquar̄ cōmission', nr̄ar̄ hæred. vel succession̄ nostror̄,seu alicuius breuis nostri hæred.vel succession̄ nostror̄ in dictam Cancell' nor̄am,hæredū vel successorum nostrorum seu alibi retornand', & absque aliquibus aliis literis nostris,hæredū vel succession̄ nr̄um patentibus in hac p̄te habend', impetrand', seu prosequend': aliquo statuto, actu,ordinatione,prouisione,restrictione, seu mandato inde in contrariū ante hæc tempora fact' in p̄senti minime fact' existit, aut aliqua alia, re, causa, vel materia quacunq; in aliquo non obstantibus. In cuius rei testimonium &c.

A Licence to sell Ale.

WE. and E.D. two Iustices of the Peace of our Soueraigne Lady the Quéene in the County of W. To all Bailifes, Constables, and other the Quénes Maiesties officers,gréeting in our Lord God euerlasting. Know yée that wee the sayd W.K. and E.D. haue licenced,& by these p̄sents doe licence G.I. of &c. to sell Ale in his house at G.aforesaid, for one whole yeare next insuing the date hereof: And haue bound him by Recognisance with sureties to the Quénes Maiesties vse, that they shall maintaine good rule, and not to vse any vnlawfull games or méetings in his house,but to doe according to the statute p̄uided in that behalfe. In witnesse whereof we haue subscribed our names, and hereunto haue put our seales the &c. In the 34. yeare of &c. Sect.557.

A Licence to keepe an Alehouse.

TO all Iustices of peace, Maiors, Sherifes, Bailifes, and all other the Q. Maiesties officers & subiects to whom it may appertaine, I.W. by the sufferance of God Bishop of &c. K. & P. esquires, ii. Iust. of the P. of our Soueraign Lady the Q. Maiesty in her highnes county of G. sendeth gréeting in our Lord God euerlasting. Know ye, that wee the sayd Iustices, of good & credible report to vs made, aswell by men of worship, as by other honest persons, That I.W. of &c. is a man méete to kéepe an alehouse in the house where he now dwelleth, hauc licenced, allowed, & admitted, and by these p̄sents doe licence, allow, and admit the sayd I.W. to kéepe, a common alehouse or tipling house at P. aforesayd for one whole yeare next insuing the date hereof, so that the sayd I.W. suffer not any vnlawfull Sect.558.

full games to be vſed within his ſayd houſe, or any euill rule or order to bee kept within the ſame during his time of the ſayd licence, for the vſing of which licence accordingly, we doe you to wit, that we haue bound the ſayd I. W. and two other ſufficient ſureties in a hundred ſhillings a piece by recognisance to the Quænes Maieſties vſe. In witneſſe &c.

A Licence to begge.

Sect. 559. I. L. T. C. and I. I. Eſquires, Iuſtices for the conſeruation of the peace of our Soueraigne Lady the Quænes Maieſtie, within the County of &c. aſſigned, greeting: Whereas the bearer hereof N. N. of B. in the ſayd County, being a very poore man and blinde, by reaſon whereof hee is not able to labour, nor yet to liue of himſelfe without the charitable releefe of others, and being now reſident in the ſayd towne is therefore now to be relieued. And being likewiſe informed that the ſayd towne is at this preſent charged with more poore and impotent folkes than it is well able to relieue. Know ye therefore, that we the ſayd Iuſtices haue licenced and allowed the ſayd poore man and his leader to goe abroad to beg, gather, and receiue the charitable almes of well diſpoſed people, inhabiting within the Hundred of &c. in the ſayd Countie, requiring you not to moleſt or trouble the ſayd poore man or his leader for ſo doing, but deſiring you rather to releeue them in their neceſſity, as to you ſhall ſeeme meete. This our licence to remaine in force one whole yeare next inſuing the date hereof. In witneſſe &c.

A Licence to beg out of the towne where he dwelleth.

Sect. 560. TO all Conſtables, Bailifes, Tithingmen, and all other the Quenes Maieſties officers within the County of N. greeting. Know ye, that we W. B. K. P. and T. H. Eſq. three Iuſtices of Peace within the ſayd county, being not onely aduertized, but alſo of our owne knowledge doe partly vnderſtand, that there are more impotent people abiding and inhabiting within the ſayd borough of N. than the inhabitants of the ſame are well able to find and releeue: In conſideration whereof, for the eaſe of the ſayd borough, we haue authorized and licenced, and by theſe preſents doe licence I. D. one of the ſayd poore folkes to goe abroad out of the ſayd borough vnto G. and C. within &c. aforeſayd, and there within the ſayd parith to aſke, begge, and craue the charitable almes and deuotion of the good and well diſpoſed perſons within the ſame townes, from time to time towards his ayd, ſuccour, and releefe, ſo that he doe not any thing hereby repugnant or contrary to the lawes and ſtatutes of this realme, in ſuch caſes late made and prouided. In witneſſe &c.

A

A Licence to buy Hats and Caps beyond Seas, and to sell them in England.

RIght Reuerend father in God, right trustie, and right welbeloued, wee greet you well, letting you to wit, That wee of our speciall grace for certaine considerations vs moving, haue giuen and granted licence vnto our well beloued subiect I. H. of our City of L. attending vpon our court with haberdashery wares, that hee by himselfe, his seruants, factors, or attornies, denizens, or strangers, shall purney and buy at one time, or diuers times, as well within this our Realme as in the parts of beyond the seas, the number of 500 dozens of Caps, and the number of one hundred dozen of Hats, made and wrought in the sayd parts of beyond the Seas, of what making soeuer they bee. And the sayd Hats and caps to sell vnto vs, and our seruants, and to other persons repairing to our sayd court, without any manner of penaltie, forfeiture, or any other losse to be had or sustained in that behalfe: any act statute, prouision, or ordinance made to the contrary notwithstanding. Prouided alwayes, that we bee duely answered of our customes and duties for all the Caps and Hats, as occasion is. Wherfore we will and command you, that vnder our priuy Seale being in your keeping, ye addresse hereupon our letters vnto our Chancellor of Engl', commanding him by the same, that vnder our great seale, being in his keeping, hee doe thereupon our letters patents to bee made in due and effectuall forme: And these our Letters shall be herein your warrant. Giuen vnder our Signet at our Manor of &c. the eighth day of december, the fifth yeare of our reigne. Sect. 561.

A licence or Pasport.

SIr I. S. of K. within the county of D. Knight, one of the Mu. Maiest. Iustices of peace within the sayd County, to all Iustices of peace, Maiors, Bailifes, Constables, and all other her Maiesties officers & ministers whatsoeuer, sendeth greeting in our Lord God euerlasting. Forasmuch as the bearer hereof E. P. widow, being brought into great pouerty & necessity, as well by the late death of her husband, as otherwise, hath desired licence to trauell vnto the City of B. whereas one H. P. porter, & brother to her sayd husband inhabiteth, by whose goodnesse she hopeth greatly to bee relieued & holpen: In consideration whereof, know yee me the sayd sir I. S. to haue licenced the sayd E. P. to trauell & passe the direct way from H. within the county of F. whereas she lately dwelled, vnto the sayd citie of B. together with her two little children, so as her iourny be not of longer or further continuance than xx. dayes next after the date hereof, praying you & euery of you to permit, and also to aide and relieue and assist the sayd E. Sect. 562.

in her iourny, ſo that ſhe ſhew her ſelfe in no reſpect offenſiue to her Maieſt. Lawes. In witneſſe &c.

A Licence to make a Parke within the liberty of a Foreſt.

Sect. 563. REgina omnibus ad quos &c. ſalutem. Sciatis quod nos de gratia noſtra ſpeciali, ac ex certa ſcientia &c. conceſſimus & licentiam dedimus, ac per ꝑſentes pro nobis, hæredibus & ſucceſſoribus noſtris concedimus & licentiam damus dilecto noſtro I. D. de D. in comitat̃ noſtr̃ C. armarg', quod ipſe, hæred', & aſſign' ſui imperpetuum habeant liberam warrenn' & libertat̃ parci, ac omnia quæ ad liberam warrenn' & libertat̃ parci ſpectant & pertinent in omnibus dominicis, terr̃ ſuis manerii ſui de D. in dicto comitat̃ noſtr̃ C. ac in omnibus terr̃, prat̃, paſtur̃, & hæreditam̃t̃ ſuis, cognit̃ per nomen, vel per nomina de &c. licet terr̃ illæ ſint infra metas alicuius foreſtæ, vel chaceæ noſtr̃: Ita ꝙ nullus Cuſtos, Balliuus, nec aliquis alius officiar̃ noſtrorum, hæredum, vel ſucceſſorum noſtrorum foreſtæ noſtr̃ de &c. in dicto comitatu noſtro C. nec eorum deputatus, vel deputati, ſeruiens, aut ſeruientes, vel aliquis alius, ſeu aliqui alii, intrent terr̃ illas ad aliquid fugand' vel capiend', ꝙ ad warrenn' & parcum pertineat, ſiue licentia & voluntate ipſius I. hæred' & aſſignatorum ſuorum, ſub forisfactura nobis decem librarum. Quare volumus, & pro nobis, hæredibus & ſucceſſoribus noſtris firmiter ꝓcipimus, quod ꝓdict' I. hæred' & aſſignat̃ ſui, imperpetuum habeant liberam warrenn' & libertat̃ parci, in omnibus ꝓdict' dominicis, terr̃, prat̃, paſcuis, paſturis, & hæreditament̃ ſuis in D. ꝓdict', ac in cæter̃ ꝑmiſſ. licet terr̃ illæ ſint infra metas alicuius foreſt', vel chaceæ noſtr̃: Ita ꝙ nullus Cuſtos, Balliuus, nec aliquis alius officiar̃ noſtr̃ hæred' vel ſucceſſ. noſtrorum foreſt' de &c. ꝓdict', in dicto com̃ noſtro C. nec eorum deputat̃ vel deputati, ſeruiens aut ſeruientes, nec aliquis alius, vel aliqui alii intrent terr̃ ꝓdict', aut aliquã inde parcell' ad fugand', capiend', vel reducend', damas, lepores, cuniculos, phaſianos, perdices, vel aliqd aliud ꝙ ad warrenn' & parcũ ꝓtineat, ſine licentia & voluntate ipſius I. hæred' & aſſignat̃ ſuor̃, ſub ꝓ forisfacturã decem librar̃. Ac vlterius de vberiore gratia noſtra damus, & pro nobis, hæred', & ſucceſſ. noſtris concedmus ꝑfat̃ I. hæred' & aſſignat̃ ſuis quod ipſe, hæred', & aſſign' ſui imperpet̃ ſint immunes & liberi. Et ꝙ omnia & ſingula ꝑmiſſa, ſunt & erunt immunia & libera ab omni iuriſdictione, ꝓſcriptione, controllament̃, conſuetudin', libertat̃, priuilegio, ingreſſu, venation' fugation', &c.

A Licence to teach a Grammar Schoole.

T. By the permission of God Archbishop of Y. Primate and Metropolitane of &c. To all true Christian people to whom these præsents shall come, to bee seene, read, or heard, sendeth greeting in our Lord God euerlasting. Know ye, that we haue examined W.W. whom we find to be sufficiently instructed for his learning and knowledge of the Latine, Greeke, and Hebrew tongus, and likewise of good and honest behauiour: Wherefore we haue admitted and authorized him to teach Schoole in any place throughout the whole Diocesse of Y. requiring you so to take and accept him, so long as he shall honestly behaue himselfe, and vertuously educate and bring vp the youth of your parishes, or vnto such time as yee shall be otherwise commanded, if by any occasion the matter shall so fall out. In witnesse whereof to these præsents we haue caused the Seale which we doe vse in this behalfe to bee put. Giuen the 11. day of June, Anno domini 1567. Sect. 564.

Licentia ad erigendum Scholam Grammaticalem & Cantus in R. cum appropriatione Ecclesiæ & confirmatione Decani &c.

EDwardus Dei gratia Rex Angl'iæ et Franciæ, et dominus Hibern', Omnibus ad quos ꝑsentes literæ peruenerint, salutem. Sciatis ꝙ nos de gratia nostra speciali, et ad humilem supplicationem Reuerendissimi patris T.R. Eborum Archiepiscopi Cancellar' nostri Angliæ, pro quodam fine, seu quadam pecuniæ summa nobis per eundem Archiepiscopū præ manibus solut', concessimus, et licentiā dedimus, ac per ꝑsentes concedim', et damus licentiam pro nobis et hæredibus nostris quantum in nobis est, ꝓfat' Archiepiscopo, quod ipse (aut ipso defunct') executores, et assignat' sui, aut eorum aliquis, vel aliqui, ad laudem, honorem, et exaltation' gloriosissimi nominis Domini nostri Iesu Christi saluatoris nostri, quoddam Collegium perpetuum, pro futuris perpetuis temporibus duraturū, de vno Præposito verbi Dei ꝑdicatore, et duobus sociis: vno videlicet eorū Magistro, siue idoneo informatore in Grammatica, altero vero instructore idoneo in Cantu, seu pluribus aliis sociis, si et prout prouentus et facultates eiusdem Collegii imposterum forsan ampliari, et ad id sufficere contigerint regend' et gubernand', iuxta ordination' et constitutiones inde, prout infra cribitur, faciend' et ordinand', ad ꝑdicand' verbū Dei in pochia de R. in com Eborū ac aliis locis infra dioces. Eborū. Et ad informand' Scholares quoscunque, Grammatic' seu Cant' addiscere cupientes vndecunque in regno Angl', et ꝓcipuè de dioces. E. ad ꝑdictum Collegium se conferentes in Sect. 565.

regulis & institutis Grāmatic' & cantus gratis,absq; pecuniæ aut alterius rei exactione: Necnon ad celebrand & orand imperpet pro salubri statu nro & Elizab. prædilect' consortis nostræ, ac charissimi filii nostri primogeniti Edwardi Principis Walliæ,cæterorumq; liberorū nostror dum vixerimus,& special' dict' Archiepiscopi & benefactorū suorū dum vixerit, ac ad alia miserecordiæ & pietatis opera faciend & exercend,iuxa ordination' & constitution' per memorat Archiepm, aut executores & assignatos suos pdict', aut eorū aliquem in hac parte faciend & ordinand, super quoddā solum seu scitum ipsius Thom Archiepiscopi, iacens in villa de R. pd': Quod quidem solum continet in longitudine &c. Et in latitudine inter clausum &c. facere, fundare, erigere,creare & stabilire possit & valeat,seu possint & valeant futuris tempor duraturr. Et quod Collegium illud cum sit fundatum, erectū, & stabilitū fuerit,Collegiū Iesu de R. nuncupetur & appelletur imperpetuum. Quodq; Præpositus & socii huiusmodi Collegii prædict', & successores sui Præpositr & socii Collegii Iesu de R. imperpetuū vocentur & nuncupentur,sintque vnum corpus in re & nomine incorporatr atque perpetuam habeant succession': Necnon sigillum commune pro scriptis & literis facta & negotia eiusd' Collegii, atque ipsor præpositi & sociorum eiusdem concernent confignandis & sigillandis. Et quod sint personæ habiles, & capaces in lege, per nomen & sub nomine Præpositi & sociorum Collegii Iesu de R. ad perquirendum & recipiend' terras & tenementa,redditus, seruitia,annuitates, decimas, obligationes, & alia quæcunque emolumenta,obuentiones,iura,& possessiones,tam temporalia quam spiritualia cum pertinentiis de præfato Thoma Archiepiscopo, & de quacunque alia persona siue quibuscunq; aliis personis, ea, sibi, vel successoribus suis,dare,legare,concedere,vel assignare, volenti vel volentibus. Habendum & tenendum sibi & successoribus suis,Præpositis & sociis Collegii prædicti in feodo & perpetuitatr, Ac etiam quod iidem Præpositus & socii eiusdem Collegii pro tempore existen', per nomen & sub nomine Præpositi & sociorum Collegii de R. placitare possint & implacitari, ac prosequi omnimodas actiones reales, personales & mixtas sectas, causas, querelas,& demanda cuiuscunque generis fuerint vel naturæ, in quibuscunque curiis & locis, coram quibuscunque Iusticiariis & Iudicibus spiritualibus vel temporalibus,seu aliis personis quibuscunque,ac in eisdem agere,defendere,respondere, necnon omnia alia facere & recipere,prout & eodem modo quo cæteri ligei nostri personæ habiles & capaces infra idem Regnum nostrum placitant & implacitantur, respondent & defendentur, seu implacitare aut implacitari, respondere seu defendi debeant & tenent. Ac etiam de gratia nostra speciali concessimus

simus, licentiam dedimus, atque concedimus, & licentiam damus per ꝑsentes, pro nobis & hæred nostris quant in nobis est ꝑfato Thom Archiepiscopo prædicto, quod ipse (aut ipso defuncto) executores & assignati sui, aut eorum aliquis, vel aliqui, postquam Collegium præd' sit factum, fundatum, erectum, & stabilitum fuerit; solum & scitum prædict' cum pertinentiis, prout limitant, quæ de nobis immediate nō tenent, dare possit aut possint præf. Præpositꝰ & sociis Collegii antedicti, & successoribus suis: Habend & tenend sibi & succes. suis Præpositis & sociis eiusd' Collegii imperpetuum, pro situ & constructione, ac primaria fundatione eiusdem Collegii, ac inhabitatione dictoꝝ Præpositi & sociorum eiusdem Collegii & successoꝝ suoꝝ: Ac eisd Præposito & sociis, cum successoribus suis, ꝙ ipsi solū & sitū ꝑd a ꝑfat Archiepiscopo, executoribus & assign' suis, seu eoꝝ aliquo recipere & tenere possint eis & successoribus suis præd, vt præd' est, imꝑpet tenore ꝑsentium licentiam damus special', absq; aliquo fine & feod' pro ꝑsentibus literis, vel aliis literis superinde conficiendis, ad opus nostrū vel hæred nostroꝝ capiend' seu soluend, seu faciend, Et absq; aliqua inquisitione, virtute alicuius breuis nostri de *Ad quod damnum*, seu alicuius alterius mandati nostri in hac parte capiend' & prosequend', & absque aliqua alia licentia nostra, seu aliis literis nris patentibus eis in hac parte concedend vel faciend': Statuto de terris & tenementis ad manum mortuam non ponendis, aut eo qd expressa mentio de vero valore annuo soli et situs prædictoꝝ in præsentib, minime fact' existit aut aliquo alio statuto, actu, ordinatione, prouisione, seu restrictione in contrarium fact, ædita, et ordinata, aut aliqua alia re, causa, vel materia non obstante, Et vlterius de vberiori gratia nostra concessimus, & licentiam dedimus, atque concedimus, & licentiam damus per præsentes, pro nobis & hæredibus nostris quantum in nobis est, præfat T. Archiepiscopo, ac executoribus et assign' suis præd', nec non aliis personis quibuscunque, quod ipsi & eorum aliqui vel aliquis aut aliqua, cum Collegium prædict' sit factum, fundatum, et erectum fuerit, terras, tenementa, redditus, seruitia, annuitates, et alias possessiones quascunque cum pertinen', ad valoꝝ annuum centū Marcarum vltra repris. licet ea de nobis seu hæred nostris, aut aliis per seruic' Militar, aut alio modo immediate teneantur in Capite, dare, legare, concedere, seu assignare possit et possint ꝑfat Præposito & sociis Collegii antedicti et successoꝝ suis, Habendum & tenendum sibi & successoribus suis Præpositis et sociis eiudem Collegii imperpetuum, ad sustentationem suam, et alia pietatis opera, iuxta inordinationem et constitutiones, per ipsum Thomam Archiepiscopum, vel executores seu assignatos suos, aut

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eorum aliquem inde faciendam et ordinand', et ſupportand. Et eiſdem Præpoſito et ſociis, quod ipſi et ſucceſſores ſui p̄dict' eadem terras, tenementa reddit', ſeruic' annuitates, et poſſeſſiones ſupradict', ad an' valorem p̄dict' vltra repriſa p̄ fato Th. Archiepiſcopo aut executoribus ſuis, ſeu aſſignatis ſuis, et cæteris p̄ſonis p̄dict', ſeu eorum aliquo vel aliquibus, aut aliqua, perquirere et recipere poſſint. Habendum et tenendum eiſdem Præpoſit' et ſociis et ſucceſſoribus ſuis imperpetuū, ad ſuſtentationem ſuam, et alia pietatis opera vt p̄mititur faciend' et ſupportand' imperpetuū. Similiter concedimus et licentiam damus ſpecialem abſque impetitione, impedimento, p̄turbatione, ſeu grauamine noſtri, vel hared' noſtrorū, Iuſticiar'. Eſchaet', Vicecom̄, Coronat', Baliuorum, aut alior̄ Officiarior̄ et Miniſtror̄ noſtror̄ vel dictorum hæredū noſtror̄ quorumcunq; ,& abſque alio fine et feodo pro p̄ſentibus literis, vel aliis literis ſuperinde conficiend', ad opus noſtrum, ſeu hæredum noſtrorū capiend', ſoluend', ſeu faciend'. Et abſque aliqua inquiſitione virtute alicuius breuis noſtri de *Ad quod damnum*, ſeu alicuius alterius mandati noſtri in hac parte capiend' et proſequend', et abſque aliqua alia licentia noſtra, ſeu aliis literis noſtris patentibus eis in hac parte concedend' vel faciend': Statut de terris & tenementis ad manū mortuam non ponendis, aut eo p̄ expreſſa mentio de vero valore annuo terrarū, tenementor̄, reddituum, ſeruitior̄, annuitatum, et poſſeſſionū p̄dictorum, aut eorum alicuius in p̄ſentibus minime fact' exiſtit, aut aliquo alio ſtatuto, actu, ordinatione, prouiſione, ſeu reſtrictione in contrar̄ fact', ædit', ſeu ordinat' aut aliqua alia re, cauſa vel materia quacunq; non obſtante, nos inſuper vltra p̄miſſ. de gratia noſtra ſpeciali, ad ſupplicationem p̄dicti Archiepiſcopi Cancellarii noſtri, ad laudem et honorem glorioſiſſimi nominis Domini noſtri Ieſu Chriſti, conceſſimus, et licentiam dedimus, ac p̄ p̄ſentes concedimus et licentiam damus pro nobis et hæred' noſtris quantū in nobis eſt, p̄dicto Archiepiſcopo, quod ipſe (aut ipſo defuncto) executores et aſſignati ſui aut eorū aliquis vel aliqui, poſtquam Collegium p̄dictum ſic fundatū, erectum, & ſtabilit' fuerit. Eccleſiam parochial' de Laxton in Comitat' N. ſu' dioceſ. ad p̄ſentationem ſeu collationem ſuam ſpectantem. cum ſuis iuribus et pertinentiis quibuſcunque, ac aduocationem eiuſdem Eccleſ. laicali perſon' memorat' Thom̄ Archiepiſcop̄ pertinent' et perquiſit', licet de nobis immediatè teneatur, dare, concedere, aſſignare, appropriare, venire, et incorporar' poſsit Præpoſitis et ſociis Collegii p̄dicti et ſucceſſoribus ſuis Præpoſitis et ſociis dicti Collegii: Habendum et tenend' eidem & Præpoſito ſociis et ſucceſſor̄ ſuis imperpetuū ad proprios vſus, ad ſuſtentationem ſuam, et alia pietatis opera, iuxta ordinationem et conſtitutiones per ipſum Thom̄ Archiepiſcopum, vel

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executores seu assignat' suos,aut eorum aliquem inde faciend' et ordinandū,faciend', et supportand'. Ac eisdem Præposito et sociis,et successoribus suis,Præpositꝰ et sociis Collegii ꝑdict',quod ipsi aduocationem et Ecclesiam ꝑdictam,cum suis iuribus et pertinentiis quibuscunque a ꝑfat' Archiepiscopo, executorꝰ et assignat' suis, seu eorum aliquo recipere, et Ecclesiam illam appropriare, et eam sic appropriat' in proprios vsus tenere possit ad sustentationem suam, et alia pietatis opera vt ꝑmittitur faciend': Similiter tenore ꝑsentiū licentiam damus specialem absq; impetitione nostri,vel hæred' nostrorum,Iusticiar', Escheat', Vicecom', aut aliorū Balliuorum, seu Ministrorum nostrorum, vel hæredum nostrorum quorumcunque, & absque fine seu feodo pro ꝑsentibus literis nostris, ad opus nostrum capiend' seu soluend', absq; aliqua inquisitione virtute alicuius breuis nostri de *Ad quod damnum*, seu alicuius alterius mandati nostri in hac parte capiend' vel prosequend', et absque aliqua alia licentia nostra, seu aliis literis nostr' patentibus eis in hac parte concedend' vel faciend': Statuto de terris et tenementis ad manum mortuam non ponendis,aut aliquo alio statuto, actu,ordination',seu prouisione inde in contrariū facta,ædit' seu ordinat', non obstante. Dum tamen dict' Eccles'. parochialis de L. per idoneum Vicar' ibidem sufficient' dotat' vel dotandi de seruiat', ac quod competens pecuniæ summa inter pauperes parochianos ibid' annuatim distribuatur. In cuius rei testimonium has literas nostras fieri fecimus patentes. Teste meipso apud Westmonasterium vicesimo secundo die Ianuarii,anno regni nostri xxii. In quorum omnium et singulorum ꝑmissorum fidem et testimonium ꝑsent' literas sigilli nostri appensione roborari fecimus atque communiri. Datum in hospitio nostro iuxta Westmonaster' primo die Februarii, anno Domini 1582. Et nostr' translationis tertio.

Et nos Rob. Decanus & Capitulū Eccles'. Cathed' beati Petri Ebor', in domo nostra Capitular', vna cū ꝑfato Reuerendissimo patre de dict' fund',fundation',erection',creatione,statut', et ordination' solempnem et diligentem tractat' haben',prout de facto habuimus, iuxta iuris exigentiam in hac parte requisit', ad ꝑdict' fund', fundation', erection' et creation': Necnon voluntat',statut',ordination', vocation', nuncupation', appellation',deputation',institution', induction', inuestationem mutationem,diminutionem,interpretationem, dationem, concession', assignationem, reseruation', ꝑsentation', deuolution',admission',iuramēt' obligation', ꝑdication', celebration',decanatation',residenc',administration',dispensationem, regimen,informationem,instructionem, exemption',exclusion', limitation',licentiam,concession', & dation': Ac decret' penes sequestrationem, excommunication', denuntiation', amotion',

amotion', remotionem, ſubrogation', reſeruation', editionem, conditionem, emendationem, reformationem, mandat', approbationem: Inſup ratificationem, confirmationem, etiã obſeruationem, aretationem, obligationem, onerationem, & cætera p̃miſſa omnia & ſingula per p̃fatum Reuerendiſſim̃ in Chriſto patrem Archiepiſcop̃ Primatem & legatum antedict. ac per eum, prout ſuper recitantur fact. noſtr̃ aſſenſum & conſenſum expreſſ. p̃bemus: Ac eiſdem oĩbus voluntarie aſſentimus, promiſſq̃ omnia & ſingula quatenus, proceſſerint, Rata & grata habemus pariter & accepta, ac eadem omnia & ſingula, quatenus ad nos attinet, & de iure poſſumus atq; debemus, ad omnem iuris & p̃petuitat̃ effect. quæ exinde ſequi poterit aut debebit, pro perpetuo ſcienter & noto, & vnamit̃ collaudamus, approbamus, ratificam̃, & confirmam̃, per p̃ſentes. In quorum omnium fidem atq; teſtimoniũ, ſigillum noſtrum commune p̃ſentibus eſt appenſum. Dat̃ Ebor̃ in domo noſtr̃ Capitulari xx. die menſis Iulii, Anno Domini 1584.

A Petition to the Parliament, for the erection and incorporation of a Schoole.

Sect. 566. EDward. ſextus Dei gratia Angl', Franciæ, & Hiberniæ Rex, fidei defenſor, & in terra Anglicanæ Eccleſiæ & Hibernicæ ſuprem̃ caput, Omnibus ad quos præſentes literæ peruenerint ſalutem. Inſpexim̃ quoddam breue noſtrum de Certiorand. I. M. Militi Clerico Parliam̃ti noſtri direct', & in filat̃ Cancellariæ noſtræ reſiden' in hæc verba Edw. ſext̃ Dei gratia Angl', Franciæ, & Hibern. Rex, fidei defenſor, & in terra Eccleſiæ Anglicanæ & Hibernicæ ſupremum caput, dilecto & fideli ſuo I.M. Militi Clerico Parliamentorum ſuorum, vel eius deputato ibid' ſalutem. Volentes certis de cauſis certiorari ſuper tenorem cuiuſdam Actus in Parliamento noſtro apud Weſtmon' xxiii. die Ian. vltimo præterito, & ibid' continuat̃ vſque ad quint̃ decimum diem Aprilis etiam vltim̃ p̃terit̃, concern' quẽd' actum in eodem Parliamento pro erectione liberæ Scholæ in P. in Com̃ Ebor̃ nuper ædit̃: Vobis mandamus, q̃ tenorem actus p̃d̃ nobis in Cancellar̃ noſtr̃ ſub ſigill' veſtr̃ diſtincte & apert̃ mittatis, & hoc breue. Teſte meipſo apud Weſtm̃ primo die Iulii, ann' regni noſtri ſexo. Inſpeximus etiam quendam actum Parliamenti, in Parliamento noſtro apud Weſtm̃ tenem̃t̃, ædit̃: & in filatiis eiuſd' Cancell' ſimiliter reſiden' in hæc verba. In Parliam̃to inchoato & tento apud Weſtm̃ quarto die Nouemb. ann' potentiſsimi Principis Ed. 6. Dei gratia Angl', Franc', & Hibern' Regis fidei defenſ. & in terr̃ Eccleſ. Anglican' & Hibern' ſuprem̃ capitis primo, & p̃ varias prorogationes continuat̃ vſq; in 23. diem Ianuar̃ anno quinto eiuſd' dom̃ regis, in quarta, viz. & vltima Seſsione eiuſd' Parliament̃, inter

inter alia multa communi omniū procerum & populi assensu sancit & stabilit, & inactitat fuit hoc ꝑsens statutum pro erectione liberæ Scholæ in P. in Com̃ E. ad verbum prout sequitur.

In most humble wise complaining, sheweth vnto your most excellent Highnesse, your Orator and faithfull subiect I. D. of Greyes Inne: That whereas one I. D. deceased, Doctor of the Lawes, for the zeale and loue that he had to his countrey, and to the education and bringing vp of youth in vertue and learning, gaue, granted, confirmed, and assured certaine lands, and tenements in the County of Yorke, of the clære yearely value of fiftéene pounds, aboue all charges and reprises, vnto the Master, Fellowes, and Schollers of S. Johns Colledge in C. to haue and to hold to them and their successors for euer, to the intent, that they the sayd Master, Fellowes, and Schollers, & their successors for euer, should retaine & kéepe in their Colledge fiue Schollers that had béene brought vp in the Grammer Schoole, fréely erected by the sayd I. D. in P. in your Graces County of Yorke for euer, in such manner and forme, as is contained in a déede of Composition quadripartite Indented of the sayd I. D. bearing date the first day of September, in the yeare of our Lord God 1515. & in the seuenth yeare of the reigne of the late King of famous memory, Henry the eight, being made to the said Master, Fellowes, & Schollers, as more plainely doth and may appeare. And amongst the prouisions, grants, articles, and agréements of the sayd composition it is contained, That the Master, Wardens, and brethren of a certaine Fraternity and Guild in P. aforesayd, founded there by the sayd I. D. by the licence of the sayd late King of famous memory Henry the eight should alway, when the sayd Schollers comes, or any of them, fortuned to be voyde by death, resignation, forfeiture, or otherwise haue the election, nomination, and oppointment of a Scholler, or so many Schollers as then might, or would supply the rome or roomes of the sayd Schollers then being vacant or voyd in the sayd Colledge. And that the sayd Masters, Fellowes, and Schollers of S. Johns Colledge should alwayes giue knowledge vnto the Masters, Wardens, and Brethren of the sayd Guild, when any such auoydance, should happen to fall by any the meanes aforesayd, within a certaine time appointed within the sayd composition, as therein more plainely appeareth. And now most gratious Soueraigne L. by reason of the Statute made in the first yeare of your most noble reigne, for the dissolution of Chauntries, Colledges, frée Chappels, Guilds, and Fraternities, although the meaning of the matters of the said Statute was not to hurt, alter, or change any such good and godly foundations, made onely for the increase of learning, but rather to fortifie, augment, & enlarge such godly foundations & ordinances: yet that notwithstanding, the sayd Fraternity and Guild onely founded for the godly intents afore-

sayd

sayd, by the sayd Statute made for the desolution of Chanteries, Fraternities, and Guilds, as is aforesayd, colourably vnder the pretence of fraternity superstitiously vsed, is now dissolued and taken away. And by the meanes therof the benefit & preferment which the Schollers of the said free schoole in P. aforesayd haue alwayes had sithence the said foundation made, is likely to be clearely gone and taken away, most contrary to the meaning and good intent of the sayd godly ordinance and foundation. And yet the sayd Colledge of Saint I. at this day is possessed and seised of the sayde lands and tenements, giuen onely for the intents and purposes aforesayd, which thing is like to ensue to the great displeasure and losse of the inheritance of the sayd Towne of P. and of all the County there, vnlesse it shall please your Maiesty, that the sayd godly ordinance may be perfected, recontinued and established by some good and godly deuise and ordinance. And whereas your sayd Orator is seised in his demeasne as of fee, aswell of the Schoolehouse of the sayd free schoole, as also of all the lands & tenements purchased by the sayd I. D. Doctor of the Lawes for the maintenance of the sayd free Grammer schoole, without any vse declared, And no other demise as yet made for the more perfect continuance of the sayd free Grammer Schoole, so that if your sayd subiect should chance to die, whereof he is most assured, it is not certaine that the sayd lands shall be imployed vnto the vse and godly intent aforesayd, as heretofore they haue beene. May it therefore please your most excellent highnesse, tenderly considering the premisses, that it may be enacted with the assent of the Lords spirituall and temporall, and the commons in this present Parliament assembled, and by the authoritie of the same in manner and forme following. First that it shall and may be lawfull vnto the sayd Master and Fellowes of the sayd Colledge of Saint I. in C. and their successors for euer, to nominate and appoint one discreet and well learned man to supply the roome of the Schoolemaster of the sayd free Grammer Schoole. And that it shall bee lawfull for the sayd Schoolemaster, with the Churchwardens of the parish Church of P. aforesaid, to nominate and appoint one sufficient learned yong man to be Vsher of the said free Grammer Schoole. And that as often as the sayd Schoolemasters room shal fortune to be voyd by death, resignation, or otherwise: that then it shall bee lawfull for the sayd Master and Fellowes of S. Johns Colledge, and their successors for euer, to nominate and appoint one discreete and well learned man, as is aforesayd, to supply the roome of the sayd Schoolemaster then being voyd. And in like manner, and as often as it shall fortune the sayd Vshers roome to be voyd by any the meanes aforesayd: that then it shall be lawfull for the sayd Schoolemasters and Church-wardens, and their successors for euer, to nominate and appoint one well and sufficiently learned young man to

supe-

sent Parliament be incorporated by the name of Maister and Vsher of the sayd free Grammer Schoole of P. And that they and their successors, shall haue perpetuall succession in the same for euer. And that the sayd Schoolemaister and Vsher of the sayd free Schoole of P. aforesayd for the time being, shall be enabled by the authority of this present Parliament, to receiue to them and their successors in perpetuity for euer, of the gift & grant of the sayd T.D. or of any other person or persons, lands, tenements, annuities, and rents of the cleere yearely value of xx li and not aboue, for the exercising and vsing of the sayd roome & roomes of the Schoolemaister and Vsher of the sayd free Grammer Schoole. And that the sayd Maister & Vsher, & either of them and their successors, and the successor of either of them, shall and may be enabled by the authority aforesayd to sue & be sued, to implead and to bee impleaded, for any matter or cause concerning the sayd lands, tenements, annuities, and rents, or any parcell thereof, by the name of Maister and Vsher of the sayd free Grammer Schoole in P. aforesayd. And that from henceforth as often as the said fiue Schollers roomes, or any of them within the sayd Colledge of saint I. shall fortune to bee voyd by any the meanes aboue sayd: that then it shall and may be lawfull vnto the sayd Maister of the sayd free Grammer schoole in P. and his successors, for euer &c. Nos autem tenor breuis & actus prædict, ad requisitionem T.D. gen' de Greis Inne, duxim exemplificand per præsentes. In cuius rei &c. Teste me ipso apud Westm 6. Iulii, Anno regni nostri vi.

A Licence of alienation of lands in Capite.

ELizabeth Dei gratia &c. Omnibus ad quos præsentes literæ peruenerint, salutem. Sciatis quod nos de gratia nostra speciali, ac pro tribus libris & x.s. nobis solut in hanaperio nostro concessimus, ac licentiam dedimus, ac per præsentes concedimus, ac licentiam damus pro nobis & hæredibus nostr quantum in nobis est, dilecto nostro E.F. qd ipse totam medietat manerii C. cum pertinen', ac quadraginta mesuag', viginti cottag', quadraginti gardin', quinquaginti acr terr, quadraginti acr prati, trecent acr pastur, xxx. acr bosci, trecent acr moræ, & viginti libr reddit cum pertinent in W. & alibi, in comitatu nostro N. eidem medietat pertinen' siue spectant, parcell' de reputat aut accept existen' per R.D. & I.F. quæ de nobis tenentur in Capite, dare possit & concedere, alienare, vendere, bargenizare, feoffare, warrantizare, aut cognoscere per finem in Curia nostra coram Iusticiariis nostris de Communi banco, aut aliter, seu aliquo quocunque modo dilecto nobis E. Habend & tenend eidem E. hæredibus & assignat suis de nobis & hæred nostr, per seruitia inde debita & de iure consueta imperpetuum. Et Sect. 567.

eidem

eidem E. quod ipſe mediet̃ maner̃ii p̃dict. ac cæterorum p̃miſſorũ cum pertinen' à præf. I. recipere poſsit, & tenere ſibi, hæred̃, & aſsignat' ſuis de nobis & hæred̃ noſtris per ſeruitia p̃dict. imperpetuum ſicut prædictum eſt, tenore præſentium ſimiliter licentiam dedimus, ac damus ſpecialem: Nolentes ꝙ præd' I. aut hæred̃ ſui, vel præd̃ E. hæredes vel aſsignat̃ ſui præd̃, ratione præmiſſorum, per nos, hæred̃, vel ſucceſſor̃ noſtros, Iuſticiar̃, Eſcheator̃, Vicecom̃, Balliuos, aut alios Officiar̃ ſeu Miniſtr̃ noſtros, hæred' vel ſucceſſorum noſtrorũ, quoſcunque inde occaſionentur, moleſtent̃, perturbantur, vexentur in aliquo, ſeu grauent̃; aut eor̃ aliquis occaſionetur, moleſtet̃, perturbet̃, vexetur in aliquo ſeu graueť. In cuius rei teſtimonium has literas noſtras fieri fecimus patentes. Teſte meipſa apud Weſtmonaſterium vltimo die &c.

A Licence for Brokers or badgers of Corne.

Quinto die Aprilis, anno regni Eliz. Reginæ xxxvi.

Sect. 568. **AT the generall Seſſions of the peace holden at G. in the County of S. the day and yeare aboue written, T. B. of F. in the county aforeſayd, is licenced and appointed by the Iuſtices of the P. of the ſayd county, to be a common Badger, Lader, Kædar, Carrier, Buyer, or tranſporter of all manner of Corne or Graine, in any Market or Faire within the Realme of England, and the ſame ſo bought, to conuert to meale, and the ſame to carry to the City of London, or the ſubburbes of the ſame, or to any other Market or Faire, ſo that he vſe and occupy the ſame, according to the tenor and true meaning of the ſtatute lately made in the firſt yeare of the reigne of our ſouereigne Lord King Edward the firſt, againſt Regrators, Foreſtallers, and Ingroſſers, and not otherwiſe: The ſame licence to haue continuance from the date hereof, vntill the next generall ſeſſions of the peace after the feaſt of E. next comming to bee holden &c.** In witneſſe **whereof the Iuſtices of the P. of the ſayd county, whereof the one is of the Quorum, being preſent at the ſayd generall ſeſſions, whoſe names be vnder written, haue ſigned and ſealed this preſent Licence with their proper hands and ſeales, the day and yeare aboue written. Dated at G. the ſayd 5. day of A. &c.**

A grant of a Licence to tranſport Wooll.

Sect. 569. REx omnibus ad quos &c. Salutem &c. Sciatis quod nos de gratia noſtra ſpeciali, ac ex certa ſcientia, & mero motu noſtris, dedimus & conceſsimus, & per præſentes damus & concedimus dilecto ſubdit̃ nr̃o R. F. licentiam, quod ipſe, aſsig', vel aſsign' ſui, factor ſiue factor̃ ſui, poſsit ſiue poſsint, portare & reportare, quolibet ann' durant̃ term̃ ſex

ſex annorum immediatè poſt datũ præſentiũ, ducent' petr' Lanæ ſiue Lanarum extra terr' noſtram Hiberniæ, ad aliquem portum ſiue crecam in regno noſtro Angl', ad libitum ipſius R. aſsign' vel aſsign' ſuorum, fact' ſiue factor' ſuorũ ſoluend' cuſtomas & alia onera inde nobis debit' Mandamus etiam omnibus & ſingulis Maioribus, Balliuis, Vicecom', & aliis officiat' & miniſtris noſtris quibuſcunque, quod ipſi, nec eorum aliquis præd' R. aſsign', ſiue aſsignatos ſuos, factor', ſiue factores ſuos, in aliquo præmiſſ. impediant, moleſtent, nec grauent, contra formam literarum noſtrarum: Eo quod &c.

Warrants.

A Warrant to pay money.

TO our truſty and welbeloued G.L. our receiuor in our Lordſhips of C. and G. or to any other our Receiuors there for the time being, greeting: We will and charge you, that of the profits and renenues of our liuelihood in your receite at the feaſt of Eaſter next comming &c. without any longer delay, ye content and pay vnto our welbeloued W.N. x. li. of &c. which we owe vnto him for certain ſtuffe, to our vſe of him bought & retained, & for payment of the ſayd ſum, ye take for vs ſufficient acquittance, which with theſe our letters ſhall be therefore to you ſufficient warrant and diſcharge at your accompts then next to be giuen afore our Auditors there for the time being, whom we will and charge to make you due allowance in this behalfe by theſe our letters. Giuen &c. tali die &c. Sect. 570.

A Warrant to pay an annuitie.

W.D. omnibus Receptoribus, Balliuis, firmariis, præpoſitis, miniſtris, & occupator' quibuſcunq; dominior' & manerior' meor' de N. & L. in com' E. qui nunc ſũt, & qui pro tempore futur' erunt, Salut'. Cum ego præfat' W. nuper per ſcript' meum, cuius dat' eſt primo die Maii Anno &c. ordinauerim, fecerim, & conſtituerim dilect' mihi in Chriſto C. M. Seneſchall' meum omnium prædict' dominior' & manerior' meor'. Habend', tenend' & occupand', officium prædict' præfat' C. per ſe, vel per ſufficientem deputat' ſuum, vel ſufficient' deputatos ſuos, quamdiu ſe bene geſſer' in eodem. Percipiend' annuatim pro officio ſuo prædict' exercend' & occupand' quatuor libras argenti, per manus Receptor', Balliuorum, firmariorum, ſeu aliorum officiarior' & miniſtror' dominior' & manerior̃ meorum prædict' pro tempore exiſtentium, ac terminos S. Mich. arch. & P. per Sect. 571.

equales portiones, prout ſcripto prædict' plenius continetur. Vobis igitur omnibus & ſingulis receptoribus, balliuis, firmariis, præpoſit', ſeu aliis occupatoribus & miniſtris dict' dom' & manerr' meorum quibuſcunq; pro tempore exiſten', & in futur' exiſten', & cuilibet veſtr' mand', onerr', & firmiter iniungo, qd de tempore in tempus ſoluatis, ſeu ſolui faciatis, ſeu vnus veſtrum ſoluat, ſeu ſolui faciat p fat' C. prædict' quatuor libras ad terminos ſuprad', ſine dilatione vlteriori iuxta formã ſcript' noſtri præd' ſibi inde confecti: Recipiend' inde de præf. C. vel de ſuo in hac parte deputato acquietancias, ſingulas ſolutiones, qua ſic feceritis teſtificantes, & per præſens mandat' meum volo, & Auditores mei, vel Auditor meus dom' & manerr' meor' p d' qui pro tempore fuerr' vel ſunt: Vobis & cuilibet veſtr' in veſtr' compotis, vel in veſtr' cõpoto, de tempore in tempus de ſolut' inde & qualibet inde pcel' faciant ſiue faciat allocationem. In cuius rei &c.

A Warrant for a licence to elect a Biſhop.

Sect. 572. CHariſſime conſanguinee &c. ſupplicauerr' nobis humilit' Deca' & Capitul' Eccleſiæ nr̃æ cathedr̃ de N. vt cum ſedes Epalis infra Eccleſiam nr̃am cathed' p d', & per mort' natural' piæ memoriæ A.B. vltim' Epiſcopi eiuſd', ſit paſtoris ſolatio deſtituta, alium in locũ illius Epiſcop & paſtor' eligendi, facultatem, licentiamq; nr̃am gratioſe concedere dignaremur. Nos igitur eorum ſupplicationibus fauorabiliter inclinat' facultatem atque licentiam noſtram huiuſmodi duximus concedend'. Quocirca vobis mandamus, quod ſub priuato ſigill' noſtr' in cuſtodia vr̃a exiſtente literas &c. Mandant', vt ſub magno ſigillo nr̃o in eius cuſtodia exiſten', liras nr̃as patent' fieri fac' in hac parte debitas, & in tali caſu conſuetas. Et hæ literæ nr̃æ &c.

And ye ſhall vnderſtand, that hereupon the Chancello: of England ſhall grant them the Kings Letters Patents of licence to proceed to their election. The forme whereof appeareth in the Regiſter, with which Letters Patents of licence vnder the great Seale, ſhall be ſent a Letter Miſſiue, containing the name of the perſon to be elected, as followeth.

A Warrant for Royall aſſent.

Sect. 573. CHariſſime &c. Vacante nuper ſede Epiſcopali infra Eccleſiam noſtr' Cath. de N. per mortem bonæ memor' A. vltimi Epiſcopi ibidem, Decan' & Capit' eiuſdem, facult' nobis prius per ipſos ad alium eligend' in ipſor' Epiſcopum & paſtorem petita parit' & obtenta, venerabilem & egregium virum C.D. in ſuum paſtorem elegerunt & nominauerr'. Cui nos electioni & viro ſic electo (humilibus eor' interuenient' ſupplicationibus) Regium noſtrum adhibemus aſſenſum pariter & fa-

norem

uorem, eundemq; electum vos commendatum habemus. Quocirca vobis mandamus &c.

And vpon this Warrant the Lord Chancellor of England ſhall make the Kings Letters Patents of his royall aſſent, directed to the Metropolitane, to confirme and conſecrate the Lord elected, or if yee will, the words of the Patent may be ſet forth at length in the Warrant, that the King ſhall ſigne, as followeth.

The certificate of royall aſſent, for the election and conſecration of a Biſhop.

REx &c. Reuerendiſsimo in Chriſto patri &c. Salutem. Cum vacauerit nuper Eccleſia nſra Cathed' Sanct' A. W. per mortem bonæ memoriæ dom̃ I.C. eiuſdem Eccleſiæ dudũ Epiſcopi, Decanu, & Capitulum Eccleſiæ noſtr̃ præd', prius licentia à nobis per eos alium eligendi in eorum Epiſcopũ & paſtorem petita pariter & obtenta, venerabilem virum A.B. in ipſorum Epiſcopũ & paſtorem canonice elegerunt & nominauerunt, ſicut p eor̃ literas quas vobis mittimus p̃ſentibus incluſas plenius liquet. Vobis ſignificamus, quod dictæ quidẽ electioni, & p̃ſonæ ſic electæ, humilibus eorum mediantibus ſupplicationibus, noſtrum Regium adhibuimus fauorem pariter & aſſenſum. Et eundem electum apud vos recommendatum habemus. Quocirca vobis mandamus, ꝙ cætera omnia quæ p vos ad confirmation' & conſecration' eiuſd' in dicto Epiſcop̃ fieri conſueuerunt, ſecund' leges & ſtatut' regni nr̃i Angl', hac in parte ædita & prouiſa, cum fauore & diligentia facere velitis &c. In cuius &c. Sect. 574.

If ye liſt to know further after what manner the Archbiſhops and Biſhops be at this day choſen, nominated, preſented, inueſted, and conſecrated to the dignity and office of an Archbiſhop or Biſhop, yee muſt read the Statute thereof made 25. H. 8.

A Warrant dormant for a Deere

BE it knowne vnto all men by theſe preſents, that wee Sir E. S. Earle of D. & Lord of S. haue giuen and granted, and by theſe preſents giue and grant vnto our welbeloued I. H. and M. his wife, one Stag and two Buckes in Summer, & one Hind and two Does in Winter, yearely to be taken in two Parkes of our Iſle of A. or in the Chaſe belonging to the ſame, of our gift, yearely during their liues, and the longer liuer of them. And we licence and giue authority and power to the ſayd I. and M. and either of them during their liues, and the longer liuer of them, and their ſufficient deputie, yearely in the times of ſeaſon and conuenient, to goe into the ſayd Parkes or Chaſe, calling the keeper or keepers thereof with them, Sect. 575.

there to hunt and kill the same Dære, & them to carry away at their liberty and pleasure, with such conuenient number of persons as shall like them, for, and about the doing of the same: any act, statute, or other thing made to the contrary notwithstanding. And further we will, that if the sayd I. and M. yearely sometimes will not come themselues, nor either of them for the same: Then I will, that my kæpers of the same Parke or Chase for the time being, vpon a bill signed with the hand of the sayd I. or M. concerning the same, shall kill and deliuer from yeare to yeare, to the bringer of the same letters, the sayd Summer Dære and Winter Dære, without any restraint or gainsaying by them, or any of them, in any wise to bæ made or done. In witnesse &c.

A Warrant for a Bucke.

Sect. 576. VVE will and charge you, that vnto R. M. citizen of the City of L. or to the bringer hereof, ye deliuer, or cause to be deliuered, one Bucke of season, to be taken of our gift within our Parke of S. any restraint or other commandement heretofore made to the contrary notwithstanding. And these letters shall be vnto you a sufficient warrant and discharge in that behalfe. Giuen vnder our signet &c.

A Warrant for the Peace.

Sect. 577. RObertus Moore armig', vnus Iustic' dom' Reginæ ad pacem in com' præd' conseruand' assignat' Vic' com' præd': Necnon omnibus Balliuis, Constabular', & aliis dict' dom' Regin' Ministr' com' præd', & eorũ cuilibet salutem. Quia I. T. de D. in com' præd', coram me præstitit sacrament' corporal', qd ipse de vita sua, & mutulatione membr' suor': Necnon de incendio domor' per T. L. de C. in com' præd' yeoman, grauiter & manifestè cóminat' existit'. Ideo ex parte dict' dom' Regin' vobis & cuilibet vestrum mando, qd præf. T. L. corã me præf. Iustic' venire fac', seu vnus vestr' venire faciat, ad inueniend' sufficient' securitat' pacis versus dict. dom. Reginã & cunctum popul' suum, & præcipuè versus præfat. I. T. Et si hoc grat. facer. recusauer', tunc ipsũ attachiet', seu vnus vestr' attachiet, & ad proxim' gaol. dict. dom. Regin' in com' præd' ducend' &c. Nullatenus omittat periculo incumbent'. Dat' &c.

A Warrant to arrest a fugitiue seruant.

Sect. 578. R. C. seruiens ad legem, vnus Iuiticiar' dom' Regin. ad pacem, necnõ ad diuersas felonias, transgress. & alia malefact' in comitat' N. audiend' & terminand' assign', Balliuis hundred' de B. & T. H. Constabul' de M. in comitat' præd' salutem. Quia E. L. retentus in seruic' I. T. de M. præd. sibi seruiend', secundum formã & effectum statuti Seruientibus

entibus ædiť,à ſeruitio I.T. ſine cauſa rationabili & licentia ipſius I.T. receſſit (vt dicit),Ex parte dominæ Regin' vobis & cuilibet veſtrum præcipio, quod p̄fat̄ E.L.ad p̄fat̄ I.T. Magiſtrum ſuum deſeruiend̄ deliberar̄ faciat̄. Et ſi hoc recuſaueř,tunc eum gaolæ caſtri N. duci faciat̄, quouſq; &c. Ita q̄ eum habeatis corā me & ſociis meis Iuſtic' dictæ dominæ Reg. in comitatu p̄d̄ ad proxim̄ Seſſ. pacis ibidem tenend̄, ad faciend', & recipiend̄ ea quæ ei tunc et ibidem in hac parte obiicient̄. Sigillo meo ſigillat̄. Dat̄ &c.

Warrantia ad capiend' Vagabund'.

R.C. de H. in comitatu N. vnus Iuſtic' dom̄ Reginæ ad pacem, nec- Sect.579.
non ad diuerſ. felon', tranſgr̄, et alia malefact' in com̄ p̄d̄ audiend̄ & terminand̄ aſsign', Vic' com̄ hundred̄ de E ac Conſtabular̄ villæ de W. in com̄ præd̄, & eorum cuilibet ſaluť &c Ex parte dom̄ Regin' vobis & cuilibet verīm mando,q̄ attachieť, ſeu vnus veſtrum attachiet B. G. vagabund' non ſeruient̄, nec in ſeruitio alicuius retent̄ (vt dicit̄) & eum deſeruire fac' I. G. ſecundum formā & effect' ſtatuti de Seruient̄ æditi. Et ſi hoc facere noluer̄, aut hæc facere recuſaueř,tunc eum prox' gaolæ dict' dom̄ Reginæ infra dict' com̄ duci faciat̄. Ita q̄ eum habeatis, ſeu vnus vīm habeat coram me & ſociis meis ad proxim̄ Seſsion' ipſius dictæ dominæ Reg. ad pacem in com̄ p̄dict' tenend', vna cū hoc mandato. Dat̄ &c.

A warrant from Iuſtices of Oyer to returne a Iury.

E.M. Miles & ſocii ſui Iuſtic' domini Regis ad inquirend̄ per ſacra- Sect.580.
ment̄ proborō & legalium hominū de Com̄ L. ac aliis viis,modis & med', ſicut melius ſciunt aut potuer̄, tam infra libertates quam extra, p̄ quos rei veritas melius ſciri poterit,de quibuſcunq; murdr̄,feloniis, riot̄,rout̄, tranſgreſſ. ſeu aliis maleficiis,necnon acceſſor̄ eorū per quoſcunq; & qualitercunq; habit̄,fact',perpetrat̄, ſiue commiſsis,& p̄ quos, vel per quem,cui,vel quibus,quando,qualit̄, & quomodo, & de aliis articulis & circumſtanc' p̄miſſ. qualitercunq; concernent̄ plenius veritat̄ dicend̄, & ad eadem murdr̄,felon',& alia præmiſſ. audiend̄ & determinand̄,ſecund' legem & conſuetud̄ huius regni Angliæ, Vicecom̄ L. ſalutem Ex parte dicti dm̄i Regis tibi p̄cipimus, q̄ non omittas propter aliquam libertat̄ in Balliua tua,quin venire fac' corā nobis apud S. in com̄ I. &c. viz. x. die I. prox' futur̄ xxiiii. probos & leg' homines de quolibet hūdred̄ in com' tuo, ad inquirēd̄ pro dom̄ Rege de p̄miſſ.&c. Et vlterius ad faciend̄ ea quæ eis tunc & ibidem obiicientur &c. Et q̄ tu & omnes Balliui & miniſtri tui ſint coram nobis, adtunc & ibm̄ ad officia veſtr̄,& ea q̄ vobis adtunc & ibid' iniungentur &c.Dat̄ &c.

A Warrant to a Bailife to make a Repleuin'.

Sect.581. ANthonius Vic' Montague, prænobilis ordinis Garterii Miles ac capital' Seneſchall' hundred. de G. Ball' libertat. dominæ Reginæ hundredi ſui prædict', ſalutem. Quia H.L. inuen' mihi pleg' de proſequēd. quærelem ſuam verſus R. S. de placito captionis & iniuſtæ detentionis bonorum & catallorum ſuorum, viz. xii. caract' ligni vocat' Fagots, necnon de returno habendo, ſi return' inde adiudicetur: Ideo ex parte dict' dom' Regin' tibi mando quod bona & catalla præd', viz. vii. caract' ligni præf. H.L. replegiar' facias. Et pone per vadios & ſaluos pleg' præd' R.S. quod ſit ad proximam curiam hundred' præd', tenēd' &c. ad reſpondendum præf. H.L. de placito captionis & iniuſtæ detentionis bonorum & catallorum ſuorum præd'. Et habeas ibi hoc præceptum ſub ſigillo officii mei, quarto die &c. Anno &c.

Indentures.

A couenant of a Prentice.

Sect.582. THis Indenture witneſſeth, That T.S. the ſonne of I.S. of S. in the County of W. Marchant, hath put himſelfe Apprentice with W. W. of S. aforeſayd, in the County of W. Taylor, and after the manner of an Apprentice with him to dwell, from the feaſt of Chriſtmas next comming after the date hereof, vnto the end and terme of ſeauen yeares then next inſuing, and fully to bee complete. By all which ſayd termethe ſayd T. Apprentice to the ſayd W. as his Maſter, well and faithfully ſhall ſerue, his ſecrets ſhall keepe, his commandements lawfull and honeſt euery where ſhall doe, fornication in the houſe of his ſayd Maſter nor without hee ſhall not commit, hurt to his ſayd Maſter he ſhall not doe, nor conſent to be done to the value of vii.d. by the yeare, or aboue, but he to his power ſhall let, or anon his Maſter warne. Tauernes of cuſtome hee ſhall not haunt, but if it be about his Maſters buſineſſe there to be done. At the Dice, Cards or any other vnlawfull games he ſhal not play. The goods of his ſaid Maſter inordinately he ſhall not waſt, nor them to any man lend without his Maſters licence. Matrimony with any woman within the ſayd terme he ſhall not contract, nor eſpouſe, nor from his ſeruice neither by day nor by night ſhall abſent or eloigne himſelfe, but as a true and faithfull ſeruant ought to behaue himſelfe, as well in words as in deed. And the ſayd W. vnto the ſayd T. in the craft, myſtery, and occupation the which he vſeth, after the beſt maner that he can or may ſhall teach and informe, or cauſe to be taught and informed, as much as thereunto belongeth, or in any wiſe appertaineth,

and

and in due manner to chaſtice him, finding vnto his ſayd ſeruant meate, drinke, linnen, woollen, hoſe, ſhooes, and all manner of things neceſſary or belonging to a Prentice of ſuch craft, to be found after the manner and cuſtome of the City of L. In witneſſe &c.

An Indenture for a Prentice.

HÆc Indentura teſtatur, qd G.H. filius W.H. de commitatu D. huſ- Sect. 583.
handman, poſuit ſeipſum apprenticium E.W. Ciui & Haberdaſh. ad artem ſuam qua vtitur erudiend', et ſecum mor' apprentic' ſui commoratur' & deſeruit' à feſto omnium Sanctorũ, anno Regni Regis H. 8. &c. vſque ad finem & termin' octo annorum ex tunc prox. ſequent' plenarie complendor'. Durante qũo termino præd. G. præf. E. tanquam Magiſtr' ſuo bene & fideliter deſeruiet, ſecreta ſua celabit, præcepta ſua licita & honeſta, libent' vbique faciet, damn' eid' Magiſtr' ſuo non faciet nec ab aliis fieri ſciet, ad valor' xii. denarior' per ann' vel amplius, quin illud propoſſe ſuo impediet, aut ſtatim dict' Magiſtr' ſuum inde præmuniet, Bona dict' Magiſtri ſui non deuaſtabit, nec ea alicui illicite accõmodabit, fornication' in domibus dicti Magiſtr' ſui nec extra non cõmittet, Matrimon' non contrahet, ad talos ſeu aliqua alia ioca illicit' non ludet, Tabernas non frequentabit, cum bonis ſuis propriis aut alienis durante dict' termin', ſine licentia dicti Magiſt' ſui non marchandizabit, à ſeruitio ſuo prædict. non recedet, nec ſe elongabit, ſed in omnibus tanquam bonus & fidel' apprenticius benign' ſe geret & habebit per dict' termin'. Et prædict' E. apprenticium ſuum in arte ſua qua vtitur, meliori modo quo ſciuerit aut poter', docebit, tractabit, & informabit vel faciet informar', debit', modo caſtigand', inueniendoq; omnia ſibi neceſſaria, vt veſtem, veſtit', linum, laneum, calciamenta, & lectum ſufficient' per totum dict' termin'. Et ad iſtas conuentiones omnes & ſingulas ex parte dicti apprenticii ben' & fidelit' tenend' & perimplend' in forma vt ſupra idem apprentic' firmit' ſe obligat per præſent'. In cuius rei teſtimon' partes præd' his Indenturis ſigilla ſua alternatim appoſuer' M.D. tunc Maiore ciuitatis Lond' R.H. H. S. tunc Vic' eiuſd' ciuitat'. Dat' L, die & ann' ſupradictis.

Aduowſons and preſentations.

Letters to a Biſhop by the King to grant an aduowſon.

RIght Reuend father in God, right truſtie and right welbeloued, wee Sect. 584.
gréet you well. Whereas we be very deſirous (for the honeſt qualities which we vnderſtand to be in our welbeloued chapleine A.B.) to ſee

him furniſhed with conuenient liuing accordingly, we haue thought good to deſire and pray you that the rather for our ſake, and at the contemplation of theſe our letters, you will forthwith vnder your ſufficient writing inſealed, giue and grant to his behoſe, the next Aduowſon of the Prebend or Parſonage of N. wherein ye ſhall deſerue our right hearty thankes, &c.

A Letter by the King to a Deane and Chapter.

Sect. 585. TRuſty and welbeloued, we greet you well, being now the Biſhopricke of Hereford voyd by the tranſlation of the right Reuerend father in God, our right truſty & right welbeloued Chancellor the late Biſh. of the ſame, vnto the Biſhopricke of L. We hauing reſpect vnto the honeſt qualities, vertue, and learning of our truſty and welbeloued Chaplein Maſter Doctor N. our Almoner, haue named and appointed him vnto the ſame Biſhopricke: Wherefore we will and command you, that forthwith vpon the receipt hereof, ye proceed to the election of him, according vnto the tenor and purport of our lawes and ſtatutes in that behalfe made and prouided, and the ſame ſo elected, to certifie accordingly. And theſe our letters ſhall be your ſufficient warrant and diſcharge in that behalfe. Giuen vnder our Signet &c. the xvii. &c.

The Kings Letters miſsiue to a Deane and Chapter for an Aduowſon.

Sect. 586. TRuſty and welbeloued, we greet you well. Foraſmuch as wee much tender the conuenient preferment of our welbeloued ſeruant A. B. to the intent he may be the more incouraged, and alſo the more able to proſecute, and finally to accompliſh the effect and purpoſe of his learning: Wee haue thought it meet by theſe our letters to deſire and pray you, that for our ſake ye will immediately vpon the ſight hereof vnder your Chapter ſeale, conferre and giue the next aduowſon of the Prebend of C. or of the next Prebend in that our Church, which ſhall be in your gift & diſpoſition to ſuch perſons as our ſayd ſeruant ſhall name to his vſe and behoſe, wherein you ſhall miniſter vnto vs a right acceptable pleaſure, to be hereafter remembred in any our lawfull ſuits, when occaſion ſhall thereunto ſerue accordingly. Giuen vnder &c.

Letters by the King to a Biſhop, for collation of a benefice.

Sect. 587. RIght Reuerend father in God, right truſty, and right welbeloued, wee greet you well. And whereas we be credibly informed, that the benefice of N. is now voyd, and in your gift and collation, wee much tendering the preferment of our welbeloued Chapleine A. B. deſire and pray you, that for our ſake, and vpon the ſight of theſe our letters, yee will

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giue & confer the ſayd benefice vnto our ſayd Chapleine, whereby you ſhall doe vnto vs a very great pleaſure, which we ſhall not faile to remember when occaſion ſhall be offered vnto the ſame accordingly. Giuen &c.

A Letter of collation betweene ſubiects.

IN my right hearty manner I commend me vnto you. Foraſmuch as I vnderſtand, that the benefice of N. (which ſuch a parſon now inioyeth, or which is now voyd,) is of your gift and patronage. Theſe ſhall be inſtantly to deſire and pray you, that ye will vouchſafe to grant mee the next Aduowſon thereof, for to beſtow vpon ſuch a one, as I ſhall thereunto preſent. (Or if the benefice be already voyd, yee may write) That yee will doe ſo much, as for my ſake to preſent A.B. to the ſame, who is my very louing friend, and ſuch a perſon, as both for his learning and good manners very meete for the ſame, which doing, ye ſhall doe vnto me a ſpeciall pleaſure, and giue me cauſe to requite the ſame with thankes according. And of your reſolute minde herein, I pray you that I may be aduertiſed by the bringer hereof. Thus fare you heartily well. From London &c. Sect. 588.

A preſentation to a Parſonage.

REuerendo in Chriſto patri W. diuina permitione C. & Lich. Epiſcopo, F. C. armig' verus & indubitatus patronus rectoriæ Eccleſiæ paroch. de K. in comitatu D. ſalutem in dom' ſempiternam &c. Ad Eccleſ. de R. prædict' veſtr' dioceſ. modo per mortem H.C. vltimi incũbentis ibidem iam vacant', & ad meã præſentationem pleno iure ſpectant' dilectũ mihi in Chriſto W.W. cleric' veſtræ paternitati præſent', humiliter rogans quatenus præf. W. ad dictam Eccleſiam admittere, ipſumq; Rectorem eiuſdẽ Eccleſiæ inſtitui & induci facere, cum ſuis iurib. & pertinen' vniuerſis: Cæteraq; peragere & adimplere quæ veſtro in hac parte incumbunt officio paſtorali dignemini cum fauore. In cuius rei teſtimoniũ præſentibus ſigillum meum appoſui. Dat' &c, Sect. 589.

A preſentation to an Archdeacon.

REx &c. Venerabili viro domin' W.R. Archidiacano R. eiuſue in abſentia vicario in ſpiritualibus generali, ſalut', Ad vicariam de L. vĩæ iuriſdictionis modo per mort' vltimi incumbentis ibm' vacantem, atque ad noſtram donationem pleno iure ſpectan', dilect' Capellanum noſtrum A.B. clericum vobis præſentamus, requirentes quatenus præfat' A. ad vicariam prædict' admittere, ipſumque vicarium in eadem inſtituere, cũ omnibus ſuis iuribus & pertinen' vniuerſis: Cæteraque &c. (*vt ſupra*) In cuius rei &c. Sect. 590.

A Prebend in Windſor.

Sect.591. REx &c. Sciatis qd nos ex gratia noſtra ſpeciali &c. dedimus & conceſsimus, ac tenore præſentium damus & concedimus dilect' Cappellano noſtro A.B. ſacræ theologiæ Bacchalario, (or if he be Doctor, profeſſori) canonicatum ſiue præbend' infra Eccleſiam noſtram Collegiat' ſiue liber' Cappellã noſtram Regiam Sancti Georgii, infrà Caſtrũ noſtr' de Windſor', modo per &c. vacantem, atque ad noſtram donationem pleno iure ſpectant. Habend' & tenend' Canonicat' ſiue Præbend' ꝑd præf. A.B. durante vita eius naturali, cum omnibus ſuis iuribus & pertinen' vniuerſis. In cuius rei &c.

A Preſentation to a Prebend.

Sect.592. REx &c. Reuerendo in Chriſto patri W. Meneuenſi Epiſcopo, eiuſue in abſentia vicario in ſpiritualibus generali, aut alicuicunque poteſtatem ſufficient̃, ea in parte habenti, ſalut'. Ad Canonicatũ in eccleſia collegiata de N. vr̃æ dioceſis & præbend' de C. in ead' per liberã reſignation' A.B. vltimi incumbentis & poſſeſſoris eorund' iam vacantem & ad noſtrã donation' ratione prærogat' noſtr' Regiæ ſpectant', dilect' nobis in Chriſto I.T. in artibus magiſtrum cleric', vobis præſentamus intuitu charitatis: Volentes & requirentes quatenus præfat' I. ad dict' canonicatum & præbendam admittere, ipſumq; canonicum & præbendariũ eorund', ac in eiſd' cum ſuis iuribus et pertinen' vniuerſis rite et legitime inſtituere: Cæteraq; &c. (*vt ſupra*) In cuius rei &c.

A preſentation to a Parſonage.

Sect.593. REx Reuerendiſsimo in Chriſto patri & domino domino E. permiſſione diuina Ebor' Archiepiſcopo Angl' primati, & Metropolitano, eiuſue in abſentia Vicario in rebus eccleſiaſticis generali, ſalutem. Ad eccleſiam parochialem de N. veſtræ dioceſis modo per mortem vltimi incumbentis ibidem vacant', & ad noſtram donationem pleno iure ſpectant', dilectum capellanum noſtrum A.B. clericum intuitu charitatis vobis præſentamus. Mandantes vti dictum A. capellanum noſtrum ad præf. eccleſiam admittere, eumque rectorem eiuſdem inſtituere, cum ſuis iuribus & pertinen' vniverſis, cæteraque expedire & peragere quæ veſtr' in hac parte incumbent officio munerique paſtorali, velitis cum fauore. In cuius &c.

A preſentation to a Chaunterie.

Sect.594. REx Reuerendiſsimo in Chriſto patri E. L. Epiſcopo, eiuſue vicario in ſpiritualibus generali ſalutem. Ad cantarium beatæ Mariæ virginis,

ginis, in eccleſia parochial' Sancti O. veſtræ dioceſis iam vacantem & ad noſtram donation' ſpectantem, dilectum nobis in Chriſto I.H. cleric' vobis præſentamus: rogantes quatenus ipſum I. ad cantariam prædict' admittatis & inſtituatis in eadem. In cuius &c. **Like forme of a preſentation is of a Chappell, whether it be of the kings patronage, or of a ſubiect,** Mutatis mutandis.

A preſentation to a Parſonage or Vicarage by a Maſter of an Hoſpitall and his brethren, or by a Deane and Chapter, or ſuch other.

REuerendo in Chriſto patri & domino domino N. permiſsion' diuina, C. & Lich. Epiſcopo, eiuſue vicario in ſpiritualibus generali, veſter humilis & deuotus frater R. T. Magiſter hoſpitalis N. & eiuſd' confratres, ſiue Decanus collegii de N. capitulum eiuſd' &c. Lincoln' dioceſis, omnimodo reuerent' tanto patri debitam, Ad perpetuam vicariam Eccleſiæ parochial' de N. veſtræ dioceſis iam per mortem C. D. vltimi vicarii eiuſd' vacant', ad noſtramq; præſentationem pleno iure ſpectant', dilectum nobis in Chriſto I. B. ſacræ Theologiæ profeſſorem paternitati veſtræ præſẽtamus, humiliter ſupplicantes præf. I. ad dictam vicariã admittere, ipſumq; in eadem canonice inſtituere, cæteraque &c. *vt ſupra*, In cuius &c. Sect. 595.

Preſentation to a parſonage poſt mortem incumbentis *by a Deane.*

REuerendo in Chriſto patri & domino W. diuina permiſsion' C. & L. Epiſcopo, eiuſue vicario in ſpiritualibus generali, veſter humilis & deuotus W. W. ſacræ Theologiæ bacchalarius Decanus Eccleſiæ Cathedralis M. verus & indubitatus patronus rector' Eccleſiæ paroch. de B. in com' D. C. & L. dioc. omnimod. reuerent. tanto patri debit'. Ad eccleſiam parochial' de B. veſt. dioceſ. modo per mortem vltimi incumbẽtis eiuſdẽ vacant', & ad meam præſentationem pleno iure ſpectant', dilectũ nobis in Chriſto T. P. clericum paternitati veſtr' preſento, humiliter ſupplicans vt prefat' T. P. ad dictam eccleſiam &c. *vt ſupra*, In cuius rei &c. Sect. 596.

A grant of an Aduowſon.

OMnibus Chriſti fidelibus &c. R. S. Salutem &c. Cum T. B. per ſcriptum ſuum geren' dat' xviii. die S. Anno domini 1556. anniſque Regnor' &c. dederit, conceſſerit, et ſcripto illo confirmauerit, G. B. et M. W. cleric', primã & prox' aduocationem, donationem, nominat', præſentationem, et liberam diſpoſitionem Rectoriæ ſiue eccleſiæ Sect. 597.

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parochial' de G. in comit̃ N. pro prim̃ & vnica vice tantum, quæ de ſuo patronat̃ extitiſſet (prout per idem ſcript̃ plenius liquet & apparet.) Cumque ꝓd̃ G B & M. W. tam ad ſpecialem inſtantiam, requiſition', & deſiderium E B. ſacræ theologiæ doctoris, quã pro diuerſis aliis bonis & rationalibus cauſis & conſiderationibus eos ſpecialit̃ mouentibus, ꝑ ſcript̃ ſuum geren' dat̃ primo die Ia. ann' domini 1563. anno regni &c. dederũt, conceſſerunt, & per ſcript̃ ſuum confirmauerunt E B execut̃ vel aſſign' ſuis dict' primam & proxim̃ aduocationem, donation', ꝓſentation', & liber̃ diſpoſition' dict' rector̃ eccleſiæ parochial' de G. in com̃ N. pro prima & vnica vice tantum, (prout per idem ſcript̃ plenius liquet & apparet) Cumque idem E.B. pro diuerſis cauſis & conſiderationibus eum ſpecialiter mouentibus, per ſcript̃ ſuum gerens dat̃ viceſimo primo die S. anno domini 1163. anno regni reg' &c. dederit, conceſſerit, & ſcripto illo confirmauerit mihi præfat̃ R S. execut̃ & aſſign' meis eand̃ primam & prox' aduocationem, nomination', præſentationem, & liberam diſpoſion' eiuſdem Rector̃ eccleſ. parochial' de G. in dicto Comitatu N: pro prima & vnica vice tantum (prout per ſcriptum illud plenius liquet & apparet.) Sciatis me præfat̃ R. S. pro diuerſis bonis cauſis & conſiderat' me ſpecialit̃ mouentibus, dediſſe, conceſſiſſe, & hoc præſenti ſcripto meo confirmaſſe A. M. prædict' primam & proxim̃ aduocation' ſiue vacation', ac plenam donation', collation', nomination', præſentation', & liberam diſpoſition' dict' Rector̃ ſiue eccleſiæ parochial' de G. in dict' com̃ W. cum prim̃ & prox' poſt dat̃ præſentium vacare contigerit, ac ius præſentandi ad eand' Rector̃ ſiue eccleſiam parochial' qualitercunque, ſiue per mortem, reſignationem, ceſſionem, demiſſion', ſeu aliquo alio modo quocunque primo & proxim' vacare contingen' pro prima & vnica vice tantum. Ita qd' bene liceat & licit̃ erit præfat̃ A.M. execut̃ & aſſign' ſuis cum dicta Rector̃ (ſic vt præmittitur) vacare contigerit, perſonam idoneam quã ei aut eorum alicui placuerit, ad dict' Rectoriam loci ordinario ſiue diocеſano nominare & præſentar̃, eumque in ead' inſtitui facere, cæteraque omnia facer̃ & perimplere in ea parte requiſit', neceſſ. & conſuet̃, qnouſque virtute præſentationis illius vnns ad præſentation' ipſius A. M. execut̃ vel aſsign' ſuorum ad plenam & pacificam poſſeſsion' prædict' Rector̃ ſiue eccleſiæ parochial' fuerit admiſſus, inſtitutus & inductus, in tam amplis modo & forma, prout ego præfat̃ R. S. potui vel execut̃ ſiue aſsign' mei potuer̃, ſi hæc præſens conceſsio non fuerit. In cuius &c.

Notes

Notes touching Preſentations.

IF a Church be voyd by reſignation, then ye ſhall ſay. Sect. 598.

Modo per liberam & ſpontaneam reſignationem A. B. vltimi Incũbentis eiuſdem, vacant' &c.

If by attainder, then thus.

Per attinctũram A.B. vltimi incumbentis ibidẽ, qui de alta proditione nuper attinctus fuit vacant'. *Et ſic de conſimilibus.*

Alſo ye ſhall vnderſtand, that the Kings Maieſty hath as the caſe requireth, ſundrie Titles to preſent, for ſometime he preſenteth by his Prerogatiue Royall, and then ye ſhall ſay.

Et ad noſtram donation', ratione prærogatiuæ noſtræ Regiæ ſpectantem.

Sometime by reaſon that the Temporalities of a Biſhoprick be in his hands, and then ye ſhall ſay.

Ratione temporalium Epiſcopatus N. in manibus noſtris exiſtentium.

Sometime his Grace preſenteth by the grant of an Aduowſon of another man, and then ye ſhall ſay.

Ratione conceſſionis A.B. cum idem A. primam & proximam aduocationem eiuſd' nobis largitus eſt, &c.

And if the manno^r whereunto thaduowſon is appendant be parcell of the Duchy of Lancaſter, then ye ſhall ſay.

Et ad noſtram donation' ration' Ducatus noſtr' Lancaſtr' ſpectant' &c. *Et ſic de reliquis.*

In a preſentation by this wo^rd Eccleſ. parochial', is intended alwaies a Parſonage: Howbeit now a dayes many bée wont to wr^ite, Ad Rectoriam Eccleſiæ parochialis de N. But if the preſentation be to a vicarage, then may ye not ſay ad Eccl', but ad Vicar'. And the preſentment to a vicarage appertaineth of common right to the Parſon, fo^r the Vicar in effect is but the Parſons deputy: Howbeit the Parſon with aſſent of his Patron and Ordinary may grant away the patronage of the Vicarage from him and his ſucceſſo^rs to another man and his heirs o^r ſucceſſo^rs fo^r euer. Sometime one man hath the nomination to a benefice, and another the preſentation: In which caſe hee that hath the preſentation can preſent no other perſon to the Ordinary, but ſuch as the other man ſhall name by his ſufficient writing vnder ſeale. Alſo the King ſhall ioyne with no man in preſentment, but ſhall haue the whole preſentment alone in all caſes.

And if the King be intituled by reaſon of the cuſtody of his ward, then

ye

ye ſhall ſay: Et ad noſtram donationem ratione cuſtod' terræ & hæred' eiuſd' Comitis de A. defuncti, & qui de nobis tenuit in capite, & in manu noſtra exiſtentis, ſpectant' &c.

And if the King bee intituled by reaſon of the temporality and poſſeſſions, of an Archbiſhopricke or Biſhopricke, being in the time of vacation in his hands, then ye ſhall ſay in the preſentation: Et quæ ad noſtrã ſpectat donation' ratione Epiſcopat' Cantuar' iam vacant', & in manu noſtra exiſten': Or, ratione vacãtis ſedis Cant' & temporalium eiuſd', iam de iure & facto vacant', & in manibus noſtris exiſtentium &c.

Finally, concerning Chantertes, Frée chappels, and Prebends, ye ſhall obſerue and know, that ſome be preſentatiue, and ſome donatiue. Preſentatiues, be of ſuch nature that ye cannot conferre them but by way of preſentation to the Ordinary, the ſame whereof is ſet forth before. But Chantries, Frée chappels, and Prebends donatiue, be of that nature, that ye need not to preſent the perſon to whom ye will conferre the ſame to the Ordinary, but it ſufficeth to giue the ſame by your charter of grant vnder your ſeale: The ſame whereof inſueth hereafter. But take héed ye preſent not your Clerk to the Ordinary vnto that which is donatiue by your letters patents, for if you doe, the nature is changed, & you can no more make collation of it, but you muſt néedes now preſent your Clerke to the Ordinary, which if you doe not within ſixe moneths, the Ordinary may take aduantage of the Laps.

A Preſentation Sede vacante,

Sect. 599. HEnricus &c. et in terra Eccleſiæ Anglicanæ et Hibern' ſuprem' caput, ac verus & indubitat' patronus Rectoriæ ſiue Eccleſiæ parochial' de N. in com' nro S.B. et dioceſ. ipſa ſede B. et W. iam vacante, Reuerendiſsimo in Chriſto patri T. Cant' Archiep', totius Angl', primati, eiuſue in abſentia vicario dict' ſedis in ſpiritualibus generali, ſalut'. Ad dict' Rector' ſiue Eccleſiam parochialem de N. modo vacantem &c.

A Significauit to the Metropolitane vpon a new foundation of a Biſhopricke

Sect. 600. REx Reuerendiſſ. &c. Cum nos nouam ſedem Epiſcopal' infra Eccleſiam nram Cathederal' ſanct' P. W. nuper fundauerimus et erexerimus, ac dilect' conciliar' noſtr' T.T. ad Epiſcop' ill' nominauerimus & præfecerimus, ipſumq; in Epum loci illius et paſtral' ordinauerimus, et conſtituerimus, hoc vobis tenore præſentiũ duximus ſignificãdum: rogantes, ac in fide et dilectione, quibus nobis tenemini, firmit' vobis

vobis mandantes quatenus præfat. T. T. in Episcopatum W. consecrare, ipsumq;, prout moris est, Episcopalibus insignijs inuestire, cæteraq; &c. (*vt supra*) In cuius rei testimon' &c.

Resignations.

A Resignation of a Benefice.

THis Indenture made &c. Betweene S. late Parson of the parish Church and Parsonage of P. in the County of C. and in the diocesse of E. on the one party, and I.B. aforesayd Priest on the other party, Witnesseth, That where the sayd S. at the instance of the said I. hath resigned his sayd Parish Church and Parsonage into the Ordinaries hands of the same, the intent that the said Ordinary shall institute and induct the sayd I. Parson of the said parish Church and Parsonage, whereupon it is couenanted and concluded, and fully agréed betwéene the sayd parties, and either of them couenanteth and granteth, to, and with the other of them by this Indenture, in manner & forme following: that is to wit, the sayd I. for him &c. that the same I. at such time after he shall be lawfully instituted and inducted Parson of the sayd Parish Church and Parsonage, shall make or cause to be made to the said S. such a good, sure, sufficient, & a lawful bond, as shall be reasonably aduised, or deuised by the sayd S. or his learned counsell, for the assurance, surety, and sure payment of an annuall pension of 6 li. &c. to bee paied to the sayd S. or his assignes, vpon the font stone in the body of the Cathedrall Church of saint P. in L. at two termes of the yeare: that is to wit, on the day of &c. and from yeare to yeare, one after another, then next and immediately following, during the life naturall of the sayd S. the first terme of payment thereof to begin on the day of All Saints now next comming. And also that the sayd I. & his executors, at all and euery time and times hereafter, shall cleerely acquite, discharge, and saue harmeless the sayd S. and his executors, and euery of them, as well against the Quéene our Soueraigne Lady, as against all and euery other person or persons, of, and for all manner of Dismes, Subsidies, Taxes, and Tallages, and all other charges whatsoeuer they be, going and due to be payd and borne out, of, and for the sayd benefice. And furthermore, the sayd I. couenanteth and granteth, to and with the sayd S. by these presents, that the same I. within ten dayes, next and immediately after that he shall bée so instituted and inducted, shall by his déed sufficient in the law, cléerely remit and release vnto the sayd S. all, and all manner actions, suits, quarrels, debts, debates, accompts, trespasses, iniuries, and demands, whatsoeuer they be, which against the sayd S. and his executors

Sect. 608.

euer

euer he hath had, now hath, or hereafter ſhall haue, as well by reaſon of dilapidations of the ſayd Church and Parſonage, as by any other reaſon or cauſe, from the beginning of the world vnto the day of the date of the ſaid letters of acquitance. And furthermore, the ſayd I. for him &c. that the ſayd I. or his aſſignes, before the feaſt of &c. ſhall deliuer or cauſe to bee deliuered to the ſayd S. or his aſſignes a good, ſure, ſufficient, and a lawfull decree, vnder the ſeale of the ſayd Ordinary, whereby, or wherewith the ſaid parith Church ſhall ſtand & be ſufficiently charged and bound for the aſſurance and ſure payment of the ſayd yearely penſion of v.li. to bee payed by the ſaid S. or his aſſignes, during the life naturall of the ſayd S. after the forme aboue ſayd. And alſo the ſayd I. couenanteth &c. that in caſe one T.H. one of the Patrons of the ſayd benefice, his heires, or aſſignes, doe not ſeale the preſentation, whereby the ſayd I. ſhould be preſented Parſon of the ſayd parith Church and Parſonage: that then the ſayd S. ſhall be reſtored againe to his ſayd benefice without any let, gaineſaying, or interruption of the ſayd I. or any other perſon or perſons, by, or for him: the foreſayd reſignation, or any other couenant aboue ſpecified, to the contrary in any wiſe notwithſtanding. And the ſayd S. for him, &c. that if the ſayd I. well and truely performe, obſerue and keepe, all and euery the couenants, grants, promiſes, and payments aboue ſayd, which on his part are to bee performed, obſerued, fulfilled, and kept, in manner and forme aboue rehearſed: that then an obligation of the date of theſe preſents, wherein the ſayd I. and one W.B. bee ioyntly bound to the ſayd Simon in CC. Markes &c. ſhall be voyd and had for nought, or elſe it ſhall ſtand in full ſtrength and vertue, In witneſſe &c.

A Preſentation to a Parſonage voyd by Reſignation.

Sect. 602. REuerendo in Chriſto patri & dom' E. permiſsione diuina Lepiſcopo eiuſue in ſpiritualibus Vicar' generali Cancell', veſter humilis & deuotus W.M. cuſtos R.C. filii & hæredis R.C. Necnon cuſtos maner' de H. cum pertin', omnimodas reuerentias et obedientias tanto pr'i debitas cũ honor': Ad medietatem eccl'iæ paroch. de H. quã nuper obtinuit Magiſter I.V. in eadẽ eccleſ. paroch' vr'æ L. dioceſ. ac per liberã reſignat' eiuſd' Magiſt' I.V. vacantem, et ad meam præſentac' ration' minoris ætatis prædict' R.C. ſpectant', dilectũ mihi in Xpo mr̃m T.H. in legibus Bacchalaureum paternitat' vr̃æ reuerend' charitatis intuitu præſento humil' et deuote ſupplicans quatenus eund' Mr̃ T.H. ad medietat' antedict' admittere ipſumq; rector' in ead' cum ſuis iuribus et pertinen' vniuerſis canonice inſtituere, Cæteraq; &c.

Copies

Copies of Court roll.

What a Copiholder is.

TEnant by Copie of Court Roll, is he which is admitted Tenant of any Lands or tenements within a Mannour, that time out of the memorie of man, by the vſe and cuſtome of the ſayd Mannour, haue beene dimiſable, and demiſed to ſuch as take the ſame in fee, fee taile, for life, yeares, or at will according to the cuſtome of the ſayd Mannour, by Copie of Court Roll of the ſame Mannour. And therefore they bee called Tenants by Copie of Court Roll, becauſe they haue no other Writings or Euidence concerning ſuch their lands and tenements, but onely the Copies of the Rolles of the Courts of the Mannours, within which they lie. And in ancient time, as Maſter *Fitzherbert* ſaith in his *Natura Breuium fol.* 12. they were called Tenants in vilenage, or in baſe tenure, or by the Virge. And in the Saxons times before the Conqueſt, ſuch lands were called *Folksland*. At which time Chart. lands were termed *Bocklands*, maſter *Kitchin fol.* 128.b. And Copies of Court Rols be ſuch inſtruments as doe containe the Surrenders, Preſentations, Admittances, or other acts entred in the Rols of the Court, within which ſuch cuſtomarie lands lie and concerne the eſtates thereof, and be exemplified out of the ſame Rols in forme following, *videlicet*. Sect. 603.

Sheffeld. Curia parua prænobilis G. Comitis Salop. &c. Manerii ſui p̄d̄, tent' ibm. x. die Septemb. Anno Regni dom. noſtr. Elizabeth. dei gratia Angliæ, Franciæ, & Hibern. Regin. fidei defenſor. &c. 36. *The like Stile muſt be in the head of all Copies.*

AD hanc cur' ven' A. de B. & ſurſum redd' in ead' cur' vnum meſuag' &c. in manus dom', ad vſum C. de D. & hæred' ſuorum, vel hæred de corpore ſuo exeunt' (vel) pro termino vit' ſuæ &c. Et ſuper hoc venit præd' C. de D. & cæpit de dom' in eadem cur' meſuag' præd' &c. Habend' et tenend' ſibi et hæred' ſuis (vel) ſibi et hæred' de corpor' ſuo exeunt' (vel) ſibi ad termin' vitæ &c. ad voluntatem dom', ſecund' conſuetudinem manerii prædict': Faciend' & reddend' inde redd', ſeruitia et conſuetud' inde prius debita, & de iure conſueta &c. Et dat' domino de fine &c. Et fecit domino fidelitatem. Et admiſſus eſt inde tenus &c. Sect. 604.

Instructions for the making of Surrenders and Copies

Sect. 605. FIrst note, that all the customes, fines, rents, and seruices which copiholders ought to doe, bee certainely set downe in their copies.

And that the lands be certainely bounded. And in like manner of all Mines of Lead, Oze, Tinne, Yron, stone, coales, and quarries, and such like, and all intakes, inclosures, and approuements.

If the party admitted tenant be within age, his fealty must bee respected till he be of the full age of 21. yeares, and so entred in the Roll and Copie.

Such estate, agreements, couenants, and conditions, may bee made of copihold lands, by Copie, as are made of Charter lands by deede, Mutatis mutandis.

If the old Copies chance to be lost, or destroied, the Steward may make new according to the ancient Court Rols.

Surrenders may be made in Court. And by the Customes of diuers Seigniories, the same may be made out of the Court to the Steward, Bailife, or Reeue of the Manor, or to one, two, or more Copiholders of the same Manor, or before two honest men of the same Seigniory, and then the same must be presented at the next Court, or some other Court of the same Manor, as the custome thereof is.

By the custome of some Mannors, Surrenders and admittances of Copiholders may be made by attorney, by vertue of letters of Attorney.

In some mannors the tenants haue the lands granted vnto them & their heires, in fee, fee taile, or for life, or yeares, according to the custome of the manor: And not at the will of the Lord, according to the custome: In which case the Rols and Copies ought to be made accordingly.

Within some mannors the Copies haue vsed to bee sealed with the seale of the Steward: And in some not.

In euery case, the custome of the manors must be diligently inquired of, and duely obserued by such as make surrenders and copies.

It is verie good to haue in euery seuerall Manor a Customary, faire ingrossed in parchment, of all the customes fines, dueties, estates, and seruices, and other circumstances concerning the Copihold lands within the same Manor.

Item such estates in fee, fee taile, for life or liues, yeares, or at will absolute or conditionall, may be limited aswell by Copy, as by charter, Mutatis mutandis.

Item the names and additions of persons and lands, and other circumstances of time and place may be so set downe in Copies, as in Charters: Mutatis mutandis, And the same to be agreed to by all the Customarie tenants

nants of the ſame Manor, with aſſent of the Lord of the manor, and to be preſented by the Homage vpon their oaths, and entred in the Rols of the Court thereof, for the certaine information of the Lord and his tenants, or that ought to be giuen, taken, done, or demanded for the ſame.

Item the ſame reſeruations of rents, cuſtomes, ſeruices, heriots, diſſeiſins, reentries, and other things, may be contained in the Copies as they be in Charters, Mutatis mutandis.

A Copy where the heire is admitted.

AD hanc Cur' cõpert' eſt per homag', qd ante hanc cur' I. B. qui de dom. tenuit ſecund' conſ. man' præd' ſibi & hær' ſuis, vnũ tenement' voc' E. obiit inde ſeiſit', & qd R.B. eſt eius filius & prox' hæres & plenæ ætat' tempor' mort' patris ſui, *vel infra ætatẽ, viz. xii. annorũ, & in cuſtodia &c. fratris ſui, vel conſanguinei eius*, & præſens in hac cur' petit admitti, & admiſſus eſt inde tenens, Tenend' &c. Sect. 606.

A Copy of an admittance in fee.

AD hanc cur' ven' I.T. & ſurſũ redd' in manus dom' x. acr' terr' cuſtomar', ad opus & vſum R.B. gen' hæred' & aſsig' ſuor' imperpet' per virgam ad voluntat' dom', ſecund' conſ. maner' præd', cui quidem R.B. dom. per Seneſc' ſuum conceſsit inde ſeiſin': Habend' ſibi & hær' ſuis imperpet' de dom' per redd' x.s. per annum. Et dat' &c. Et fecit &c. Sect. 607.

A Surrender vpon Condition.

AD hanc cur' &c. venit I.B. & ſurſũ redd' &c. *vt ſupra*, ad opus & vſum I.D. & hær' ſuor' &c. ſub conditionibus ſequent', viz. ſi præd' I. ſoluat, aut ſolui faciat præf. I.C. xl.s. ad feſtum ſancti Io. Bap. & cĩm ſanctor' prox' futur' poſt dat' huius cur' æquis portion', qd tunc præſens ſurſum redd' ſit in ſuo robore & effect'. Et ſi ipſe defecerit in ſolutione præd' in part' vel toto, qd extunc bene licebit præf. I.C. & aſſign' ſuis in tenemen' præd' intrare, eademq; rehabere in priſtino ſuo ſtat': iſta ſurſũ redd' in aliquo non obſtante, & dat' &c. *vt ſupra*. Sect. 608.

A Surrender vnto the Bailife out of the Court.

AD hanc cur' &c. compert' eſt &c. qd T.C. extra cur' ſurſum redd' in manus I.D. Balliui iſtius maner', in præſentia D.R. & alior' tenentium dom. huius maner' hoc teſtantium, vnã acr' terr' &c. Ad opus W.I. cui dominus &c. *vt ſupra*. Sect. 609.

A Copie after a ſeiſure.

Sect.610. AD Curiam apud S.A. tent' (tertio die &c.) præceptum fuit balliuo ſeiſire in manus dom', eo qd ipſe alienauerit, et vendidit dict' tent' cuidam T.V. ſine licentia dom' &c. et inde reſpondebit dom. de exitibus quouſque &c. et quod in iſta eadem Cur', dom. ex ſua grat' ſpeciali conceſsit dictum tenementum cum pertin. et ſeiſinā inde præf. I.B. Habendum &c. *vt ſupra.*

A Grant in fee by the Lord.

Sect.611. AD hanc cur' dom. per Seneſ. ſuū conceſsit extra manus ſuas T.D. & A. vxor' eius, vnū meſuag. &c. quibus dom. per ſeneſchal' ſuum prædict. conceſsit ſeiſin'. Habend. ſibi & hær' ſuis imperpet' &c.

A Surrender of Land by the Virge.

Sect.612. AD. cur' &c. ven' T.B. & ſurſumredd. &c. ad opus & vſum I.L. &c. qui præſens hic in cur' admitti petit ad præmiſſ. cui dom. &c. Habend' & tenend' &c. per virgam &c. *vt ſupra.*

A Surrender of a Reuerſion.

Sect.613. AD hanc cur' &c. Homag. præſent', qd H.H. qui de dom' tenuit ſibi & hær' ſuis reuerſion' vnius clauſi paſturæ &c. infra iſtud maner', quod I.H. mat. præd. H.H. vid. eſt tenens ad termin. vit' ſuæ, diem clauſit extrem' poſt vlt. cur'. Et qd R.H. eſt eius auunculus & prox. hær', ſcz. frat. T.H. patris præd. H.H. & plen' ætatis, qui præſens hic in cur' petit admitti ad reuerſion. tentor præd. I.H matr. dict. H.H. cum acciderit vt ſuprad. eſt, cui dom. &c. poſt mort. &c. *vt ſupra.*

A Copie in ancient demeſne, where the wife ſhall be examined.

Sect.614. DAle &c. Ad Cur. &c. T.B. de N. & E. vxor eius hic in plen' cur', quæ quid. ſola ac ſeorſū per Seneſ. examinat. & confeſſa ſurſumredd. &c. eā nec metu, nec vi coacta, nec dolo circumuent', ſed ſcient. & mera & ſpontanea voluntat. ſua motuq; ad opus W.C. vnde ex conſuetudin. manerii præd' accipit dom. vnus equus de heriot'. Et ſuper hoc ven. dict' W.C. & cepit de dom. dict' meſuag. &c. *vt ſupra.*

A Copie in ancient demeſne with Proclamations.

Sect.615. AD hanc Cur' &c. A.C, vent, & ſurſum reddid' &c. ad opus T.H. hæred' & aſſignat' ſuorum imperpetuum, virtute barganiæ ſiue pactionis inter eos factæ. Et ſuper hoc publica Proclamatio in eadem cur' facta fuit, quod ſi quis aliquod ius ſeu titul' ad idem meſuagium &c. pretendere

tendere voluit vel haberet, veniret & audiret', Et nullus venit ad hanc Cur', per quod ſecundum conſuetud' manerii prædict' meſuag' &c. remanerent in manibus dom. vſq; ad tertiã proclam' ſuper eiſd' factã. Et ſuper hoc dies data eſt partibus præd' eſſendi ad prox' cur' maner' præd', ad audiend' inde iudicium ſuum, de & ſuper præmiſſis.

Et ad hanc cur' &c. tam prædict' A.A. quam præd' T.H venerunt, Et ſuper hoc ſecunda proclamatio facta fuit ſuper præmiſſ. qd ſi aliquis &c. *vt ſupra*, & nullus venit. Et ſuper hoc dies dat' eſt partibus prædict' &c. *vt ſupra.*

Et ad hanc cur' &c. tam præd' A.A. quam præd' T.H. venerunt, Et ſuper hoc tertia proclamatio facta fuit ſuper præmiſſ. qd ſi aliquis &c. *vt ſupra*, & nullus ad hanc venit.

Et ſuper hoc dom' per W.H. Seneſchall' ſuum conceſſit ſeiſinam ſuã de præd' meſuagio &c. præf. T.H tenend' ſibi & aſsign' ſuis ſecund' cõſuetud' maner' præd. Et dat' dom. de fine pro ingreſſu &c. Et admiſſus eſt inde tenens, & fecit fidelitatem &c.

A Copie in taile with remainders.

AD hanc cur' compert' eſt quod R.B. de A. ad Cur' tentam &c. ſurſumreddidit in manus domini vnũ tenementum &c. ad opus R.C. filii eiuſdem R. & A. vxoris ſuæ, quibus dominus conceſsit ſeiſin', tenend' ſibi & hær' de corporibus eorum ligitime procreatis. Et ſi prædict' R. & A. vxor eius ſine hæred' de corporibus eorum legit' procreatis obierint quod tunc prædict' tenement' cum ſuis pertinen' remaneant rect' hæred' ipſius R.B. Et modo cur' iſta informat' per totum homag' quod prædict' R. & A. obierint ſine hæred' inter eos procreat', & prædict. R.B. ſimilit'. Et ſuper hoc venit I. B. frater & hæres prædict' R.B. & petit admitti & admiſſus eſt tenens &c. Et per licentiam domini præfat' I. B. petit admitti ad tenementum prædict' cum pertinen', cui dominus inde conceſsit ſeiſinam tenend' ad voluntatem domini ſecund' conſuet', &c. Et dat' domino &c. Sect. 616.

A Surrender out of a Court.

AD hanc cur' &c. compertum eſt per Homagium, quod R.R. tenens cuſtomarius huius Manerii, extra cur' ſurſumredd' in manus domini, per manus W.T. & R.M. duorum cuſtomar' tenent', huius manerii, ſcd'm conſuetudinem huius manerii extra cur', totũ illud meſuag' &c. ad opus & vſum dicti R.R. pro term' vitæ ſuæ naturalis. Et poſt deceſſum dict' R.R. tunc ad opus & vſum T. B. & hæred' de corpore dict' T. legitime procreator', Et pro defectu talis exitus de corpore T.B. legitim' procreat', rem' inde I.I. filio R.I. gener', hæred' & aſsig' ſuis imperpet'. Et dic' quod præd' R. obiit, & nunc ad iſtam cur' præd' T.B. Sect. 617.

venit, & petit admitti ad omnia & ſingul' præmiſſ. præd'. Et ad hanc cur' dom. per I.K. ſeneſchal' ſuum conceſsit inde ei ſeiſinam per virgam. Habendum & tenendum eidem T. B. & hæred' de corpore ſuo legitime procreat'. Et pro defectu talis exitus remaner' ad opus & vſum dict' I.I. & hæred' ſuorum imperpetuum. Et præd' T. B. dedit dom. &c. Et admiſſus eſt inde tenus.

A Surrender before the Steward out of the Court.

Sect. 618. AD hanc Cur' teſtatum eſt per W.T. ſeneſchal' qd W.N. in extremis iacens decimo die A. anno reg. dict' dom. Reg. 54. turſumredd' in manus dom' p manus eiuſd' Seneſ. (abſente cur') in præſent' R.C.R.P. & C.H. vnum tenement' &c. ad opus et vſum M. vxor' ſuæ, pro term' vitæ, & poſt deceſſum ipſius M. manere W.T. filio præd' W. patris, & E. filiæ eiuſdem W. patris ac ſoror' prædict' W. filiis & hæred' ſuis, ſub conditione tamen ſequent': Quod ſi contingat aliquem prædict' W. filii & E. filiæ obire ſine hæred' de corpore ſuo exeunt', qd tunc ipſe vel ipſa, qui vel quæ ſuperuixerit, habebit & gaudebit tenemen' præd' ſibi & hæred. ſuis imperpetuum.

Et ſuper hoc venit in iſta cur' præd' M. et petit ſe admitt' ad tenement' præd' cum pertin', cui dom' per I.K. ſeneſ. ſuum conceſsit inde ſeiſinam per virgam. Habend' ſibi in forma præd' ad voluntat ẽ dom. ſecund' conſuetudinẽ manerii. Et dat domino &c.

A Copy for two liues.

Sect. 619. AD hanc Cur' &c. I.D. & vxor' eius, ipſa ſola examinata coram Seneſchall. & ſurſumredd. in manus domini vnum tenement. cum pertin. in A. &c. ad opus & vſum G.H. & A. vxoris eius: ad termin. vitæ eorum et alterius diutius viuent', ſecund. conſuetudinem manerii. Et dant domino &c.

A Surrender for liues with remainders.

Sect. 620. AD hanc cur' &c. venit A.T. & ſurſumredd' &c. vnum meſ. &c. vt dominus faceret inde voluntatem ſuam, & dominus inde habuit ſeiſinam. Et ex gratia ſua ſpeciali reconceſsit prædict' meſuag' & terr' præfat' A.T. & K. vxori eius durante vita eorum, Ita quod poſt eorum deceſſum dict' tenement' & terr' remaneant K. vxor' W. durante vita ſua. Et poſt deceſſum ipſius K. prædict' terr' & tenement' remaneant rectis hæred' ipſius A.T. imperpetuum. Tenend' eidem A.T. & I. vxori eius durante tota vita eorum per virgam ad voluntatẽ domini, ſecundum &c. in forma prædict': Saluo iure cuiuſlibet &c. Et prædict' A.T. & I. dant &c.

A

A Surrender out of the Court, and a remainder with a Condition.

AD hanc cur' &c. qd R. F. languens in extremis ſurſum redd' in manus B.R. extra cur' per manus I.H. in præſentia A.B.C.D. tenent' huius manerii hoc teſtantium, vnum meſuagium cum pertin' &c. ad opus A. vxoris præd' R.F. tenend' ſibi pro ſeruitio inde debit', ſecund' conſuetud' maner' pro termino vitæ ſuæ, Ita quod poſt mortem dict' A. præd' meſuagium remaneat I. filio præd' R. & A. & hæred' de corpor' ſuo legitime procreatis. Et ſi contingat dict' I. obire ſine hæred' de corpor' ſuo legitim' procreato, quod tunc præd' meſuag' remaneat R. filio prædict' R. & A. & hær' de corpore ſuo legitime procreatis. Et ſi contingat dict' R. obire ſine hær' de corpor' ſuo legitim' procreat', quod tunc præd' meſuag' per executores, vel alterum eor' diutius viuent', venderet', & denarii inde recepti & prouenientes in pauperes, & alias eleæmoſinas erogentur, diſponent', & diſtribuantur, prout eis melius videbitur expedir', quibus dom' inde conceſsit ſeſſinam, tenend' in forma præd', ad volunt' dom' ſecund' conſuet' maner' & dat dom. &c. Sect. 621.

A Copie for life by a man and his wife.

AD hanc Cur' venit I.H. & R. vxor eius, ipſa ſola examinata coram Seneſchall', ſurſum redd' in manus dom. vnum tenement' &c. ad opus & vſum G.H. & I. vxoris eius ad term' vitæ eorũ, & alterius eorum diutius viuent', ſecund' conſuet' maner'. Et dat dom' &c. Sect. 622.

A Copy for three liues, made by a Surueyour.

AD Cur' maner' præd' ibid' tent' &c. venit I. G. & cepit de dom. ex traditione R.F. armig' particular' ſuperuiſoris terrar' dom. ibidem per literas eiuſd' dom' patent' ſufficient' authoritat' dantes &c. vnum tenement' &c. Habend' & tenend' omnia & ſingula præmiſſ. cum ſuis pertin' præf. I.G. & E. vxor' eius ac A. filiæ eorund', ad termin' vitæ eor', & alterius eorum diutius viuentis ſucceſsiue, ad voluntatem dom' ſecundum conſuetudinem maner', per redditum & ſeruitium inde prius debita & de iure conſuet'. Et dat dom' de fine &c. Sect. 623.

A Licence to demiſe for yeares.

AD Cur' &c. Conceditur R.H. vid' poteſtas & licentia dimittend' vnum clauſ. paſtur' vocat' N. viz. cum pertin' iacen' & exiſten' intra iſtud manium T.P. & aſſign' ſuis, a teſto &c. vltim' præterit', vſq; ad finẽ termini xxi. annor' tunc proxim' ſequen' & plenariè complend'. Et dat domino de fine pro licentia inde habend' iii.s. Et ſuper hoc idem hic in cur' admittitur &c. Sect. 624.

For yeares where the Lord ſhall find Tymber.

Sect.625. AD curiam, dominus per I. F. Seneſchallum ſuum conceſsit E. R. vnum meſuagium &c. vocat' A. Habend' & tenend' ſibi & aſsign' ſuis, à feſto ſancti Mich. arch' prox' futur' poſt dat' huius cur', vſque ad finem & terminum xl. annorum extunc proximo ſequentium & plenariè complendorum: Reddend' inde annuatim xx. s. ad duos anni termin', viz. &c. per æquales portiones. Prouiſo ſemper, quod durante termino præd' præd' dom' inueniet materiam & ligna, toties quoties neceſſarium fuerit dicto tenemento, ad emendandum, reparandum, & ſuſtinend' illud. Et dat' domino &c.

A Copy for yeares the Tenant repayring.

Sect.626. AD curiã noſtri R. A. Præpoſiti collegii Regul' Matiæ de E. iuxta W. in Com' B. dom. ibidẽ, tent' ibid' tertio die &c. ſic irrot', venit N. S. & dat' dom' de fine pro termino ſibi habendo, de, & in ſcitu manerii de V. &c. Et dom' conceſsit præd' ſcitum manerii &c. pro termino viginti vnius annorum. Habend' et tenend' præd' ſcitum manerii &c. præf. N. S. et aſsign' ſuis pro dicto termin' viginti vnius annor', term. prædict' incipiente in feſto Mich. archang', quod erit in anno dom. 1599. ſecund. conſuetudinem manerii ibid': Reddend. inde annuatim dom. et hæred. ſuis ad terminos ibid. vſual. x.li. et ſectam cur. manerii præd. bis per ann. Et reperand' ac manutenend' omnia ædificia ibid' mod' edificat', ac omnes ſepes ac foſſat' ad dict' terr' pertin' durante termin' præd'. Et ſufficient' reparat' dimittend' in fine termini ſui præd'. Et præd. N. S. & aſsig' ſui in fine termini ſui præd. ſol. hariot' v. s. Et fecit dom. fidelitat', et admiſſus eſt inde tenens durante termino prædict. &c.

A confeſsion of a Freeholder and a Copyholder.

Sect.627. AD hanc cur' venit A. B. coram T. P. Seneſchall. huius manerii, et cognouit ſe tener. de dom. vnum meſuagium &c. libere per chartam in ſocagio, per redd. xii. d. vel i. libr. piperis, ſectæ curiæ bis per annum. Et etiam dictus A. B. cognouit ſe tenere de domino aliud meſuagium ad voluntatem domini ſecund' conſuet' manerii. Et per redd' &c.

A releaſe by a Copie by licence.

Sect.628. AD hanc cur' tent' &c. compertũ eſt quod dom. per T. P. Seneſchall' ſuum ad cur' tent' apud C. tali die & anno conceſſit extra manus ſuas W. P. & hær' ſuis, vnam peciam terr', continent' circa tres acras terr', ſiue plus ſiue minus habeat, quond' T. C. in A. iacen' inter &c.

Habend'

Habend' & tenend' &c. ad voluntatem domini ſecund' conſ. manerii. Et poſtea venit quæd' A.W. coram prætat' T. P. Seneſchall' dom', & prætendit habere titul' in præd' pecia terr', & hic præſens in cur' remiſit, relaxauit & imperpet' quiet' clam' W.P. & hær' ſuis, per licentiam dom', totũ ius ſuũ & clam' quæ habet, vel habuit, vel in futur' habere poterit in præd' pecia terr', & in qualibet inde parcella. Ita viz. qd nec ipſa A. nec hær' ſui, nec aliquis alius nomine eor', aliqd ius, titul', intereſſe, vel clam', in præd' pecia de cætero exig. vel vend' poterit, ſed ab omni acc', iur', ſeu clam', ſint excluſi per præſentes &c. Et dat' dom' &c.

A Copy to the husband and wife, with a Releaſe to them by another.

AD hanc cur' compert' eſt per homag', qd W.H. poſt vlt' cur' ſurſum redd' in manus dom' tenement' &c. ad opus & vſum M. vxoris eius & hær' ſuor'. Et ſuper hoc ven' in plena cur' I.H. qui iam dict' M. in vxor' duxit cum præd' M. & petunt admitti ad præmiſſ. quibus dom' per ſeneſchall' ſuũ conceſsit inde ſeiſin'. Habend' & tenend' eis & hær' dictæ M. de dom' per virgã ad voluntat' dom' ſecund' conſuet' maner' præd', per redd' &c. Et dant dom' &c. Et fec' &c. Et admiſſ. &c. Et poſtea ven' S. T. & ſurſum redd', relaxauit, & quiet' clamauit dict' I.H. & M. vxor' eius in plena & pacifica poſſeſsione exiſt', de & in tenementis præd', totũ ius, ſtat', titul', clameũ, intereſſe, conditiones. & damna ſua quæcunq; q̃ habuit, habet, ſeu habitur' ſit, de, & in tenement' &c. Ita quod &c. Sect. 629.

A Releaſe of a title of Dower.

AD cur' tent' &c. venit I.T. nuper relict' I.T. viri ſui defunct', et prætendit habere titul' in vna domo &c. viz. tertiam partem omnium terrar' et tenementor', reddit' et ſeruic' cum pertin' nomine dotis ſuis, ex donatione dict' I.T. viri ſui pro quadam pecuniarum ſumm' ſibi per W.A. præ manibus ſolut', ſurſum redd', remiſit, & relaxauit præf. W.A. præ manibus ſuis totum ius ſuum, ſtat', titul', clameum, intereſſe, et demand' ſua quæcunq̃, quæ habuit, habet, ſeu habitur' ſit in præmiſsis: Ita viz. qd nec ipſa I. nec &c. (*vt ſupra.*) Sect. 630.

A Certificate for payment of Subſidie money.

WEe whoſe names are here vnder written, Commiſſioners of our Soueraigne Lady the Quenes Mateſty, amongſt others within the County of W. for the taxation, leuying and collection of the ſecond payment of the firſt of the two Subſidies granted to her Mateſty in the Parliament holden at W. in the xxxi. yeare of her highneſſe Reigne doe ſignifie Sect. 631.

ſignifie vnto the right honorable the L. Treaſurer, the Barons of the Exchequer, and to all other her Maieſties Commiſſioners and Officers to whom it ſhall appertaine, That A. B. of W. in the Countie of W. Eſquire, is tared and aſſeſſed to pay to our Soueraigne Lady the Queenes Maieſtie, for the ſecond payment of the ſayd firſt Subſidie, & hath payd &c. after the rate of xx.li. in land, amongſt the inhabitants of the pariſh of W. in the hundred of &c. in the ſayd County of W. at which place the ſayd A. B. was altogether reſident with his family at the time of the taration of the ſayd Subſidie, Giuen vnder our hands and ſeales the firſt day of D. in the yeare of the reigne of our ſayd Soueraigne Lady Queene Elizabeth the xxxiiii.

Laſt Willes and Teſtaments.

Sect. 632. HAuing hitherto intreated of Inſtruments of ſuch contracts as take effect in the life time of the parties, with their manifold difference and examples: It is now time to deale with Inſtruments which take effect after their deaths. Of which ſort be laſt Willes and Teſtaments, and letters of adminiſtration, which is a matter of no leſſe difficulty than thoſe other, aſwell for their great diuerſity, as alſo for their obſcurity, ambiguity, and incertainty: For many times it is doubtfull in what ſence the Teſtator would haue his words taken, inſomuch that his will therein may rather by probable argument be gueſſed than rightly gathered.

By meanes whereof it happeneth oftentimes, that things well meant by the Teſtators, are euill and diuerſly vnderſtood by their poſterity and ſuruiuors. Which difficulty deceiueth ſometime not onely the common ſort, but euen men of good iudgement: Inſomuch that of one ſelfe queſtion they pronounce different opinions.

As if a man deuiſe lands to I. S. to haue and to hold to him for euer, and die, and the deuiſee enter into the ſame lands, ſome thinke hee hath thereby fee, Littlet' Sect. 586. & 22. E. 3.

And others thinke he hath onely an eſtate for terme of his life, for they hold that theſe words (for euer) can extend to none other than the deuiſee, becauſe no moe perſons be named in the deuiſe. And that the life of man in this reſpect, is ſayd to be for euer with him, Perkins Sect. 557.

But ſeeing all the ambiguities and incertainty of willes happen chiefly through the obſcurity in the words or ſentences thereof, it behooueth Notaries, and ſuch as write Wils, to haue ſpeciall care to ſet downe the Teſtators very ſenſe and minde very plainely, with apt and ſignificant words

and

and phraiſes, omitting all ſuch as be either hard to be vnderſtood or diuerſly to be taken.

Notwithſtanding that Willes being doubtfull, are alwayes to receiue a benigne and fauourable interpretation, that if by any meanes it can, they may ſtand and be of force: for much better it is that Wills bee perſpicuous of themſelues, than to be inlightned by the expoſition and allowance of others.

We will therefore in this treatiſe, diſcourſe of ſome points of the doctrine and examples of laſt Wils and Teſtaments, plainely, and briefly leauing precise and curious queſtions to be handled by others of better ſkill.

Of ciuill ſucceſſion, and what laſt Wills and Teſtaments be. Sect. 633.

LAſt Wills, and Teſtaments, are a kind of Ciuill ſucceſſions.

For ciuill ſucceſſion is diuided into ſucceſſion immediate or lawfull, and mediate or teſtamentary.

Succeſſion mediate or teſtamentary, is when the perſon deceaſed made a Will.

This hath his efficacie by law, and that by mans Will, which receiueth full ſtrength by and after the teſtators death, and not before: and therefore it is called a laſt Will.

The other is called lawfull ſucceſſion, becauſe it hath being by the operation of law onely.

And the mediate ſucceſſion, is termed teſtamentary (by Synecdoche) for that a teſtament is the principall kind or part of laſt Wills.

Hereby it ſeemeth with vs that an executor may be termed a ſucceſſor teſtamentary, which is made by the laſt Will.

And an Adminiſtrator, a Succeſſor lawfull, which ſucceedeth him which dieth inteſtate.

And for as much as while a teſtament is hoped, there is no place for lawfull ſucceſſion, the doctrine of that ought to proceed thus.

A laſt Will therefore (vltima voluntas) is the diſpoſition or beſtowing of a mans owne goods and lands, taking effect after his death.

And it is a Teſtamentarie or Codicillarie: namely, which is made by Teſtament, or Codicill, or Scedule.

A Teſtament is defined by moſt men voluntatis noſtræ iuſta ſententia, de eo quod quis poſt mortem ſuam fieri velit, for the perfecting of which definition, it ſeemeth good to adde theſe words, (cum executoris inſtitutione) for without an executor there can be no Teſtament, for the appointing of an executor is the true formall cauſe thereof, giuing eſſence thereunto.

And

And therefore some shortly define a Testament (hæredis institutio) which is the naming of an executor, whereupon we may say, a Testament is a last sentence, or declaration of our minde, concerning that which we would haue done after our deaths, with the ordaining of an executour thereof.

Or rather a Testament is a last Will, which of his owne nature in it selfe containeth a direct institution of an executor.

The doctrine of Testaments standeth vpon two parts; the making and destroying thereof: both which, and also the will of euery testator are to be measured by the rules of the law.

The making of a testament is the right which giueth the communion or participation of the testament. And this is chiefly regarded in the persons, and the forme of the testament.

And persons are principall or lesse principall: the principall persons bee the testator and executor, lesse principall bee the witnesses and legatories: hereupon the making onely of a testament is active and passiue.

The active making of a testament is that which belongeth to the testator, that he haue right and power to make a testament.

And the passiue making of a Testament, is that right which pertaineth to the executor and other persons lesse principall in testaments, as to bee made executors, legatories, or witnesse thereof, to take some legacies or benefits thereby.

What persons may make Testaments, and what not.

Sect. 634. AND all persons aswell males as females may be testators and make testaments, but such as are prohibited: of which some are forbidden to make testaments by nature, and some by law.

By nature, through defect of mind or bodie, but no longer than such defect endureth.

The defect of mind is when either his age is such that he wanteth discretion, or being of age wanteth it by Chance, either naturall or casuall: Of the first sort be children which know not what they should doe, as men vnder xiiii. yeares old, and women vnder xii. yeares, which aboue that age may make Testaments, but not of their lands of inheritance before the age of xxi. yeares, 34. H. 8. cap. 5. S. li. 1. cap. 21. li. 2. cap. 28. Hereunto may be added doting old persons wanting iudgement, and drunkards void of reason.

Of the latter sort be madde folks and Ideots at that time of the making of the Testament.

The defect of body, is such infirmity by which the principall senses necessary

necessary for the making of Wils are hindred, as deafenesse, blindnesse and dumbnesse.

Dumb or deafe folkes by nature can make no testaments, but they being so by chance or accident may make testaments if they be learned, and can write and read.

And blind folkes and dumbe folkes may in some causes by signes, if they could once speake.

By Law are forbidden Testari such as bee subiect to others power, as bondslaues, villaines, (but such as be executors to others) and women couert, without consent of their husbands (except executrices to others or of choses in action) Monkes, Chanons, Friers, and such other superstitious votaries, 14.H.8.16. 2. R.2. 5. And such as haue no estate or ability, as traitors, felons conuict, notorious heretickes, apostates, captiues by iust warres, persons outlawed or wained, persons imprisoned by dures, a felon of himselfe: for these persons haue no goods.

Who may be executors or legatories, and who not.

The passiue making of a Will is a right to take by Testament, which right all loyall subiects haue, as freemen, villains, men, women single or married, children, yea though they be in their mothers wombe, lay men, and clerkes. But traitors, felons, heretickes, apostates, persons outlawed, and such others, may not make testaments, nay neither bee executors nor legatories. Sect. 635.

What persons may be witnesses of Testaments.

Persons lesse principall are witnesses of the making of the testament, which must be three or foure, or more sufficient persons hauing power to make Testaments, and voyd of naturall and ciuill impediments which may impeach their credit and testimonie. Sect. 636.

How Testaments are to be made.

We haue spoken of the persons requisite in Testaments: now let vs view their forme or maner of making and publishing of them. The forme truely of making Testaments, is the very disposition of the Testament rightly made, which is considered in the substance and inward forme thereof, and in the outward action of making and proofe of the same Testament. Sect. 637.

The substance or forme of Testaments consisteth in the very institution & the ordaining of an executor, and in the things of which disposition is thereby made.

The institution of an Executor, is nothing else, but the Testators naming

ming and appointing whom he will haue to bee his ſucceſſor, in his ſtead to enter and to haue his goods and chattels, vſe actions againſt his debtors, to pay his debts and legacies ſo far as his goods and chattels will extend.

And an executor may be either of all the Teſtament, and then he is termed vniuerſall; or of part, as of plate &c. and then he is named a particular executor.

Furthermore, the inſtitution of executor is pure, or mixt.

A pure inſtitution of an executor, is, when one or more executors bee ſimply made without time or condition: for the Teſtator may aſſigne as many executors as he will, being capable thereof, as if he ſay, I make A. B. mine Executor, or any other words of the like ſenſe.

The mixt inſtitution of a Teſtament is vpon time or vpon condition.

Vpon time, as if the Teſtator make I. S. his executor, when hee commeth to full age, or from London, or while he dwelleth at L. &c. and ſuch like references to time, as to make him executor during ten yeares, or after ten yeares, &c.

Vpon condition, as when the Teſtator appointeth I. S. his executor, if he before probation of the Teſtament find ſufficient ſureties for the performance of his will, or with the addition of any other poſſible honeſt condition or conditions, for impoſſible conditions hinder not the pure making of the executors.

And as one or more executors may be made ſimply or conditionally, or with reference to time, ſo may legacies and deuiſes be made to one or moe ſimply or conditionally, or with reference to or from time.

And note, that although that in the aſſignation of executors, and giuing of Legacies, and making of deuiſes, our Law reſpecteth not ſo much the naturall property and ſignification of words, as the true intent and meaning of the Teſtator, whoſe mind is the very life and ſoule of the Teſtament: yet it is alwayes very requiſite that the writers of teſtaments do expreſſe the ſame with as apt and ſignificant words as may bee for auoyding of all ſcruples as may otherwiſe happen by doing the contrary.

Of making of Teſtaments.

IT followeth to ſpeake of the very action of making a Teſtament, which conſiſteth chiefly in the fact thereof, and putting of witneſſes thereunto, which is to be done at one ſelfe time.

The forme of publiſhing a teſtament is the very action whereby a teſtament is produced, publikely opened, recited, or made knowne.

Of

Of the deſtroying of Teſtaments.

THe deſtroying or weakening of a Teſtament, is when the perſon named executor, cannot, or will not be executor, or dye before he ſhall take vpon him the executorſhip, or ſhall not be capable thereof. Sect. 638.

Of a Codicil.

THe latter kinde or part of ſucceſſion vniuerſall, is tearmed Codicillarie. Sect. 639.

A Codicil is an imperfect laſt Will of one teſtate or inteſtate, not appointing any executor, which may be either written or nuncupatiue.

And it ſkilleth not in what part of a teſtament the executor is named. Howbeit it ſeemeth good to name him in the very beginning, becauſe the appointing of an executor is the very head and foundation of a teſtament, without the which, neither can it ſtand, nor any deuiſe or legacie be effectual. And againe a Codicil is either perfect or imperfect.

A perfect Codicil is a Codicil hauing an oblique inſtitution of an executor: this Codicil reſembleth a Teſtament, and is in ſtead of a Teſtament of one dying inteſtate.

An vnperfect Codicil is an addition annexed to a Teſtament, and it is teſtamentary or ſubſidary.

A Codicil teſtamentary, is a part of the Teſtament, and an addition or ſupplement thereunto, by which ſome thing is added to a teſtament, or ſome thing detracted there from, by the teſtator, for the explaining and amendment thereof.

A ſubſidarie Codicil is inſerted into a teſtament, to the end, that if, that it be not of force by the right of a teſtament, it may be effectuall as a Codicil, and is rather termed a codicillary clauſe than a Codicil.

Of Teſtaments written and nuncupatiue.

AND euery Teſtament is either written or nuncupatiue: A written Teſtament is that which at the very time of the making thereof is put in writing, by which kind of teſtaments onely lands and tenements may be deuiſed, for they cannot paſſe by a nuncupatiue in our laſt will made by word. Sect. 640.

A nuncupatiue Teſtament is when the teſtator doth by word onely without writing declare his will before a ſufficient number of credible witneſſes.

Teſtaments nuncupatiue for the better proofe and continuance thereof, may after the making of the ſame bee put in writing and prooued: which

which notwithſtanding that they be ſo written, are ſtill called, and are in déed Teſtaments nuncupatiue.

Of ſucceſſion vniuerſall lawfull, and adminiſtration.

Sect. 641. When hee that is dead, is inteſtate, either for that he made no Teſtament, or made one, and the executor refuſe to proue it, or otherwiſe, is of no force: Then lawfull or immediate ſucceſſion taketh place.

And this ſucceſſion is called adminiſtration, which is that truſt which the Ordinary of the place where the inteſtate dyed, committeth to any perſon touching the inteſtates goods, chattels, credits and rights, for whereſoeuer a man dyeth inteſtate, the Ordinary of that place may commit thadminiſtration of his goods to his wife (if ſhe ſuruiue) or to the next of the inteſtates kin requiring the ſame, by the ſtatute 21. H. 8 cap. 5.

And the power and charge of an Adminiſtrator is equall in euery reſpect to the power and charge of executors, for they are both to haue ſue for his goods and debts withholden from them, and are bound to pay his debts by ſpecialty, according to the value of his goods, 31. E. cap. 11.

And ſometimes further by their delaies or falſe plees which lie in their owne notice, and being true, are peremptory bars to the creditors of their teſtator or inteſtate. But haſt we to the ſeuerall formes of Teſtaments, Codicils, and bils of Adminiſtration, beginning with Teſtaments.

A very perfect forme of a Will.

Sect. 642. IN the name of God Amen, The xxvi. day of Aprill in the yeare of our Lord God, one thouſand fiue hundred and ninety two, I I. H. the vnprofitable ſeruant of God weake in body, but ſtrong in minde, doe willingly and with a free heart render and giue againe into the hands of my Lord God and Creator, my ſpirit, which he of his fatherly goodneſſe gaue vnto mee, when hée firſt faſhioned me in my mothers wombe, making mee a liuing and a reaſonable creature, nothing doubting but that for his infinite mercies, ſet forth in the precious bloud of his déerely beloued ſonne Jeſus Chriſt our onely Sauiour and Redéemer, hee will receiue my ſoule into his Glorie, and place it in the company of the heauenly Angels and bleſſed Saints. And as concerning my body euen with a good will and free heart, I giue it ouer, commending it to the earth whereof it came, nothing doubting but according to the Article of my faith, at the great day of the generall reſurrection when we ſhall appeare before the iudgement ſeat of Chriſt, I ſhall receiue the ſame againe by the mighty power of God, wherewith hee is able to ſubdue all things to himſelfe, not a corruptible, mortall, weake and vile body, as it is now, but an vncorruptible, immortall, ſtrong, and perfect body in all poynts like vnto the glorious body of my Lord and Sauiour

our Iesus Christ. First, as touching my Wife with whom I coupled my selfe in the feare of God, refusing all other women, I linked my selfe vnto her, liuing with her in the blessed estate of honorable wedlock, by whom also by the blessing of God I haue now foure Sons & three Daughters, viz. F. Wi. L. I. Ia. F. and A. And albeit I doubt not but that God after my departure, according to his promise will be vnto her a husband: yea a father, a patron, and defender, and will not suffer her to lacke if shee trust, feare and serue him diligently, calling vpon his holie name: yet forasmuch as God hath blessed mée with worldly substance, and shée is mine owne flesh, and who so prouideth not for his, denyeth the faith, and is worse than an Infidell: I therefore giue and bequeath vnto her for terme of her life, if shee remaine so long vnmarried, the occupation of this house and farmeholds wherein I now dwell at Y. with the appurtenances, euen as I presently occupy the same. And also the rents and profits yerely arising of my farmeholds in Y. in the tenure of I. T. and likewise the occupation of all other my lands and tenements, set, lying and being in the Parish of D. in the County of Y. doing no waste, with also her Thirds out of all my goods (except my Leases) obseruing the conditions, gifts, bequests and legacies hereafter insuing, in full recompence of her Thirds or Dower of all my Lands and Tenements. And except and alwayes reserued to me and mine heires for euer, my Ring of Gold which I vse to weare and seale withall, and all mine Armor, and furniture for the warres, &c. with all the Glasse and Wainskot in and about my houses at Y. All which my Will is, shall be annexed to the freehold, and remaine as heire-lomes to my sayd house and mine heires for euer. And if it shall fortune my sayd Wife to Marry againe and take an Husband, then my will and full mind is, that my sayd house at Y. and all other my sayd Lands, Tenements and Farmes at Y. and D. aforesayd with their profits and appurtenances, shall remaine, descend, and come immediately to the vse, behoofe, and occupation of Wi. L. I. and A. my Children, during the Minority of mine Heire Male, (doing no maner of waste during the sayd terme.) And in full recompence thereof, my sayd Wife to haue during the terme of her life naturall the summe of forty pounds of lawfull money payd yearely out of my foresayd lands and tenements in Y. and D. wherewith she sayth she is now right well pleased and contented: Let this suffice for my Wiues portion, whom I doubt not but God will take into his protection, and so prouide for her in the time of her short pilgrimage, that shee shall want no good thing: And I heartily desire her, that she be diligent in trayning vp our said children in the feare and doctrine of the Lord, so shall God be vnto her a husband, & to the children a father. Moreouer as touching my children, albeit I am fully perswaded that God according to his promise will be a father vnto them, and if they liue in

his feare hée will not ſée them lacke, yet ſince the law of God and nature require that I ſhould haue a reaſonable care of them: Therefore I giue vnto my eldeſt ſonne F. and to the iſſue male of his bodie lawfully begotten, all my lands, tenements, & hereditaments with their appurtenances in H. and A. &c. or elſewhere within the Realme of England, purchaſed of A. B. the portion appointed to my ſayd Wife, for and during her life vnto her marriage as aforeſayd alwayes excepted and foreprized. And for default of ſuch iſſue, to W. my ſecond ſonne, and to the iſſue male of his body. And for default of ſuch iſſue, to L. my third ſonne, and to the like iſſue male of his body. And for default of ſuch iſſue, to the next heires of mee the ſayd I. H. forever. And to the ſayd I. and A. H. I giue and bequeath the other two parts of my goods, except my leaſes, and one hundred pounds giuen to W. and L. as hereafter is expreſſed and appointed. Prouided alwayes, that if my ſayd ſonnes W. and L. or either of them doe fortune to die before they ſhall accompliſh the full age of xxi. yeares, then the ſurviuour of them ſhall inioy ſuch his portion, as is limited and appointed to bee paied, that is to ſay fiftie pounds to each of them. And if it fortune God to take to his mercy both my ſayd younger ſonnes before the accompliſhment of the ſayd xxi. yeares aboue recited, that then both their ſayd portions to be equally deuided amongſt my daughters then liuing. And if it fortune my Wife to be with childe at the time of my death, then that childe to haue as much in euery reſpect as the ſayd I. and A. throughout all the two parts of my ſayd goods, and all other legacies before or hereafter mentioned, appointed and ſet out. Prouided alwayes, that if I marry any of my ſayd daughters before my death, then that daughter to haue no part of my ſayd two parts of my ſayd goods in any other ſort than as to haue her part of ſuch childs portions of my goods, as ſhall fortune to die, as is hereafter expreſſed. Prouided that all my leaſes ſhall bee taken as no part of my goods, but deliuered to my ſuperuiſors ſafely to be kept to the vſe of my next heire, during the nonage of my ſayd next heire, putting in good ſureties in one thouſand Markes to my ſayd ſuperuiſors and executors, and adminiſtrators, or ſome of them, to anſwere to ſuch portions and legacies as herein is mentioned, declared, appointed and giuen to the reſt of his brethren and ſiſters out of my ſayd leaſes, as alſo truely to obſerue ſuch limitations and eſtates as herein are alſo appointed or ſet out. And that hee ſhall not alien, bargaine, or ſell any of my leaſes, but that the ſame ſhall after his deceaſe remaine to my next heire male, for the better maintenance of this my houſe at H. and ſo from heire male to heire male. Nor ſhall not make any Leaſes aboue the terme of twenty and one yeares, or one or two liues at the moſt, reſeruing the rents now accuſtomed. And if he ſhall refuſe ſo to doe, then two whole parts of all my ſaid whole lands to goe to W.

my

my ſecond ſonne, he putting in good ſureties as is aboueſayd. And in deſault thereof then to L. likewiſe as aboue is ſayd. Item, I will that in caſe two parts of my goods will not anſwere euery of my daughters the full ſumme of two hundred pounds for their marriages, then I will that there ſhall be taken out of mine owne lands commonly called T. twentie pounds yearely, and out of my leaſe of H. yearely vntill ſuch time as euery of my ſayd two daughters haue had the full ſumme of &c. for their ſayd filiall portions. And if it ſhall fortune any of my ſayd daughters to dye before the age of xix. yeares vnmarried, or married or hauing any iſſue of her body lawfully begotten: Then I will that her portion ſo dying ſhall remaine to the other of her brethren and ſiſters ſuruiuing. And if it ſhall fortune, God to take another of my ſayd daughters in manner and forme aboueſayd: That then the ſecond daughters portion ſo dying ſhall be likewiſe equally diuided betweene my yonger ſonnes and the daughter then ſuruiuing. Prouided alwayes, that if the ſayd W. and L. or any of them doe refuſe to ſtand to this mine appointment: That then they to haue onely their filiall portions of my goods, and no part of my leaſes or other annuities or legacies in this my Will giuen or bequeathed vnto them, or any of them, and that then the ſayd legacies or annuities appointed herein to goe wholly to my daughters, till ſuch time as euery of them haue the ſayd CC.li. payd for euery their portions. And if my wife beſtow any more on my ſayd ſonnes, let it be vpon their good behauiour towards her. And yet if it fortune my ſayd wife to dye before they or any of them doe accompliſh the age of xxvi. yeares, applying themſelues obedient and likewiſe diligently at their learning, I will then after her deceaſe, they and either of them ſo applying, and being vnder the age of twenty fiue yeares ſhall haue payd forty ſhillings more yearely out of my moity of B. vntill ſuch time as they and either of them doe accompliſh the full age of forty yeares, if they ſo long doe liue. Item I will in conſideration of my ſayd daughters portion ſo appointed out of my ſaid goods: That W. H. my ſecond ſonne ſhall haue one yearely annuity of fifteene pounds during the minority of mine heire, whereof eight pounds ſix ſhillings & eight pence, to be taken of the profits ariſing of my leaſe in B. & ſix pounds thirteene ſhillings and foure pence out of my moity of A. And after ſuch time as my ſayd heire ſhall accompliſh his full age, then and from thenceforth the ſayd W. to haue the ſayd fifteene pounds payed yearly out of B. during thirteene yeares then next following, if the ſayd W. ſo long doe liue. And if he die before the end of the ſayd thirteene yeares, and leaue iſſue of his body lawfully begotten, then that iſſue to haue only ſix pounds thirteene ſhillings foure pence, payed yearely during the yeares to expend of the ſayd thirteene yeares, if that iſſue ſo long doe liue, to bee

taken of the profits of B. aforeſayd, at the feaſt of Pentecoſt and Saint Martin by euen portions. And for nonpayment of the ſayd W. and likewiſe his nert iſſue, from time to time, to diſtraine vntill the ſame be fully ſatisfied and payed with the arrerages if any fortune to be vnpayed. Item I giue and bequeath to L. H. my third ſonne one yearely annuity of fiue pounds eight ſhillings & foure pence, whereof foure pounds to be paid yearly out of my ſayd leaſe of B. And likewiſe foure markes out of A. during the minority of my nert heire. And after my ſayd heire doth accompliſh his full age, then the whole ſix pound thirteene ſhillings & foure pence, whereof foure pound to be payed during the terme of thirty yeares then nert following out of my ſayd leaſe of B. if he ſo long doe liue, and if he dye before the end of the ſayd terme of thirty yeares and leaue iſſue of his body lawfully begotten, then that iſſue to haue onely fiue markes yearely during the ſayd yeares to erpend if the ſayd iſſue ſo long liue, and to bee payed at the feaſts aboueſayd, with like diſtreſſe to be taken for nonpayment thereof. And if it fortune any of them to dye before the end of the ſayd terme of xxx. yeares, & leaue no iſſue of his body liuing, & the other brother hauing iſſue, then that brother ſurviuing, & the ſaid iſſue liuing to haue yearely during the ſayd yeres to erpend only 6 li. 13 s. 4 d. & no more out of B. aforeſaid. And if it pleaſe God to take to his mercy F. mine eldeſt ſon without iſſue male of his body lawfully begotten, ſo as thereby my lands doe deſcend vnto the ſayd W. his brother, that then this legacy or annuity ſo bequeathed & giuen vnto the ſayd W. & his iſſue, to ceaſe, & to be payed to L. and his nert iſſue in maner & forme as is appointed to the ſayd W. & his iſſue, & the ſayd legacie or annuity ſo firſt giuen vnto the ſayd L. & his iſſue to be voyd. And if it ſhall fortune my ſayd ſon F. to dye and leaue iſſue female of his body lawfully begotten, that then the ſayd W. or L. vnto whom my ſayd land ſhal come, or the nert heire male of them ſhall pay vnto that iſſue female of the body of the ſayd F. 500 Markes towards the preferment of that iſſue female, within fiue yeares nert after the ſaid iſſue female ſhall accompliſh the full age of eighteene yeares, that is to ſay, 100 Markes yearely, if ſhe do liue ſo long, or to the iſſue of her body lawfully begotten, if that iſſue ſo long doe liue. And for nonpayment thereof in maner and forme aboueſayd, that then that iſſue female, and the iſſue of that iſſue female, lawfully begotten, to haue and to hold vnto her & the heires of the body of the ſaid iſſue female lawfully begotten, al my lands within my Lordſhip of D. purchaſed of &c. to the ſayd iſſue female & the iſſue thereof lawfully begotten for euer. And for default of ſuch iſſue to the nert heire male, and their heires for euer. Prouided alwayes, that my wife ſhall haue that occupation of the lands and tenements, contained in my ſayd leaſes to her owne proper vſe and education of my Children, ſo long as ſhall pleaſe her, and keeping her

ſelfe.

ſelfe vnmarried, and in my name, paying after the rate of fiue pounds leſſe in the whole yearely rent than another will doe for the ſame, and not otherwiſe. Prouided alſo, that if it ſhall fortune God to take all mine heires, before they ſhall haue iſſue male lawfully begotten, ſo as there be no iſſue male proceeding of them, or any of them, ſo as thereby my lands doe deſcend to the iſſue female: then that iſſue female ſhall within two yeares next enſuing ſuch certaine knowledge had, and vpon reaſonable demand made, enter into bond to pay or cauſe truely to be contented and payed to the next iſſue male of my brother R. H. two hundred Markes of lawfull money of England. And for default of ſuch iſſue male of my ſayd brother, then to pay vnto his iſſue female an hundred Markes. And to the next iſſue females of the aboueſayd W. L. I. I. and A. fiue hundred Markes, viz. to euery one of them 100. Markes, if the ſayd iſſues doe liue vntill they bee of the age of nintéene yeares, and if any of them die before that time, then the ſuruiuors to enioy the portions of them ſo dying. And for nonpayment of the ſayd ſeuen or fiue hundred Markes as aboueſayd: Then the iſſue male of my ſayd brother, and likewiſe the iſſue females of my ſayd brother: and alſo the iſſue females of the ſayd W. L. I. I. and A. to enter into my moity of my manor of A. and the ſame to hold, occupy, & to enioy, to them and their heires for euer. This ſeuen or fiue hundred Markes, as aboue is mentioned, I giue as a token of continuall remembrance of the heartie zeale, loue, and affection I beare to the aduancement of the iſſue generall of me & my ſayd Children, as alſo the ſirname and whole blood of mee the ſayd I. H. and the iſſue of my ſayd brother. Item I giue and bequeath vnto my ſayd louing brother R. H. if he bee liuing at the day of my death, my beſt gowne &c. Item I giue vnto euery of my ſeruants in my houſe at the day of my death, &c. if they vſe themſelues diligently and honeſtly toward my wife during one yeare then following &c. Item I giue to P. W. my godſonne one colt of three or foure years old, to be deliuered vnto him when he ſhal accompliſh the age of one and twenty yeares. And to A. G. if ſhe be liuing at the day of my death, one ewe. And to H. B. an olde Angell. Prouided alwayes, that if my wife doe make any challenge or claime to any part of the thirds, either of my lands or goods, or to any part thereof by force of being executrix, other than before is mentioned, & ſet out for her, as in ſuch like caſes many vnkind women haue done, contrary to the good meaning, will, and truſt of their huſbands, in preiudice of their naturall children, which my ſayd wife hath faithfully promiſed to mée ſhe will not doe, the rather for that I haue done nothing herein but by her full conſent and agréement in euery behalfe, that then ſhee to loſe the benefit of all ſuch legacies, and all other commodities appointed and giuen hereby to her, and the ſame to remaine amongſt all my children. Now

as touching the poore, inſomuch, as theſe worldly goods were giuen to mée, that I ſhould diſtribute part thereof to their neceſſity, viz. the poore, laime, blind, and comfortleſſe: And albeit I haue béene quick in words, to ſuch as were ſturdy vagabonds, and idle loyterers well able to get their liuing by their labour, yet I haue not altogether béen vnmindefull of them, but diſtributed part of ſuch as God ſent mee, hauing alwayes thought it better in theſe cauſes to worke whyle I liued in this world, than haue them done after my departure by my executors. Yet notwithſtanding I will, that there be diſtributed and giuen amongſt the poore within the pariſhes of A. vpon the X. ten pound, which I will haue beſtowed in manner and forme following, that is to ſay, euery Sunday during the ſpace of two whole yeares next after my death xiii. peni worth of bread, which I will haue beſtowed vpon xiii. poore ſolkes, viz. the halt, the lame, the blind, the ſicke, and ſuch other as be moſt comfortleſſe, and not able to labour. I thinke it alſo a déede of charitie, and commendable worke before God to repaire the high wayes, that the people may trauell ſafely without danger, I therefore giue to the amending of the high wayes about S.B. & S.B. at H. twenty ſhillings, to be imployed by the diſcretion of my louing wife, whom I doe ordaine and make my full executrix. And if ſhée refuſe ſo to be, then I ordaine & make W. L. I. and A. my children to be my executors, and my very louing friends and couſins A.B. &c. my ſupernisors, charging them, & euery of them in the name of God, as they will anſwer before the high Iudge Chriſt, at the dreadfull day of doome, that they and euery of them doe ſee this my laſt Will diligently & faithfully fulfilled in euery behalfe without reſpect of any perſon or perſons whatſoeuer. Prouided alwayes, that if any perſon or perſons which ſhall inioy any benefit by force of this my laſt Will, other than their filiall portion, will not be ruled, aſwell in their education and marriage, as in all other lawfull things concerning this my laſt Will by my ſayd executrix: And ſhe being dead, by my ſaid ſupernisors, or the moſt part of them: And they being dead, by foure of their vncles, or other their neereſt friends and alies indifferently elected, the ſame beeing knowne to be wiſe, indifferent, and of good diſcretion: that then they, and euery of them ſo refuſing, vtterly to loſe all ſuch benefit as they, or any of them might haue by force of this my laſt Will and Teſtament, and the ſame portion or benefit ſo giuen them, to remaine to ſuch and as many as will be ordered and ruled, as is before mentioned and declared. Item I bequeath vnto euery of my ſayd ſupernisors for their paines taking, one gold ring of halfe an ounce, with theſe words grauen ſeale-wiſe vpon the top of euery the ſayd rings, Eſto fidus. And alſo I will that their reaſonable coſts and charges bee duely anſwered to euery one of them of my whole goods from time to time, with recompence of their trauell. Prouided al-

wayes, that if it ſhall fortune any queſtion, ambiguity, or doubt to ariſe amongſt my children or any others claiming any benefit by force of this my laſt Will, that the onely expoſition, determination, and iudgement thereof ſhall be determined and iudged from time to time to the beſt of my mind, and according vnto the literall ſenſe and meaning of this my laſt Will in euery behalfe, & by the expoſition and diſcretion of my ſaid ſuperuiſors, and others, as aboue is ſayd and expreſſed, and not otherwiſe. Prouided alwayes, and my full minde and determinate pleaſure is, that in caſe my next heire male, or any the heirs males of his body lawfully begotten, and likewiſe my ſons W. & L. or the iſſue male of any of them to whom my ſayd lands ſhall deſcend and come, doe ſeeke any meanes or aduantage by law or other fraud, to conuey, ſell, alien, or otherwiſe to make any eſtate whatſoeuer, contrary to the true meaning of this my laſt Will and Teſtament, to deſeate, or diſinherite any of his or their other brethren, and the heires males of their bodies lawfully begotten, or any other before recited, being their brethren or couſins, be they either males or females, contrary to ſuch limitation, as in this my ſayd Will is ſpecified and contained, and doe refuſe to enter into bond with good ſureties, in ſuch ſort as my ſayd ſonne F. is to doe; then I will that all ſuch eſtates as bee limited to ſuch perſons ſo doing, to be vtterly voyd and of none effect, and that the next heires males to him or them ſhall enter into, and quietly enioy all my ſayd lands and tenements whatſoeuer, in maner and forme before ſpecified, and not otherwiſe, Any act or acts done or to be done by the ſayd next heire, or the heires of his body in any wiſe to the contrary notwithſtanding. And the like order to be in euery point and behalfe truely obſerued by my ſecond ſonne or the heires of his body. Item, I giue to my Lord B. L. high Treaſorer of England, if hee be liuing at the day of my death, and the Queenes Maieſtie, iuſtly intituled to the Wardſhip and marriage of my next heire, twentie pounds, in conſideration that my wife may after my deceaſe haue the Wardſhip of my ſayd heire, and the lands deſcending to the Queenes Maieſtie in leaſe, during his minoritie, his Lordſhip taking what ſhall beſt like him for her highneſſe. And I doe hereby reuoke and annull all former Wils. In witneſſe whereof I haue hereunto ſubſcribed my name, and my ſeale vnto this my preſent laſt Will and Teſtament, the day and yeare firſt aboue written, in the preſence of A. B. C. D. F. L. and diuers others.

Another forme of a Will.

IN the name of God Amen. The ſecond day of January 1592. I R. Sect. 645.
L. of &c. ſicke of body but of a good and perfect memory (God be praiſed) doe make and ordaine this my laſt Will and Teſtament in maner and forme following, that is to ſay: Firſt I commend my ſoule into the hands

of God my maker, hoping aſſuredly through the onely merits of Ieſus Chriſt my Sauiour, to be made partaker of life euerlaſting. And I commend my bodie to the earth whereof it is made. Item whereas I by dæde Indented, bearing date &c. haue infeoffed T. W. and W. W. of diuers lands and tenements in M. and B. to the vſe in my laſt Will and Teſtament to be limited and appointed: My Will therefore is, that they the ſayd T. & W. ſhall take the rents, iſſues, and profits of the ſame lands and tenements yearely, by the ſpace of twentie yeares now nert enſuing, and therewith pay ſuch debts as I owe, and ſuch legacies as in this my laſt Will ſhall be contained, ſo farre forth as the profits thereof will extend. Alſo I giue and bequeath to E. my wife fortie pounds, ouer and beſides ſuch part of my goods as ſhee (by the Law) ought to haue, if no legacie were vnto her giuen. Item, &c. to T. L. my ſonne and heire apparant all glaſſe and ſeeling, in or about my houſe in M. aforeſaid. Item, I will that the reſidue of my goods, & the ſurpluſage of the profits of the ſaid lands ſo conueyed vnto the ſaid T. W. and W. W. which ſhall remaine (my debts, legacies, funerall expences, and my wiues third part paied and deducted) ſhall equally be parted and diuided amongſt W. R. R. and G. my children, and ſuch child or children as my wife hath now conceiued (if ſhee haue conceiued any) and the ſaid portions to be paied vnto them when they ſhall accompliſh the age of one and twenty yeares. And if any of my ſaid children doe die before he or they haue receiued their portion, not hauing any child then liuing, then I will ſo much of his or their portion ſo dying as ſhall happen to be vnpaid at the time of his or their death, ſhall bee paied vnto the reſt ſuruiuing. Prouided alwayes, that if either of my ſaid daughters be married after ſhe ſhall be of the age of xvi. yeares, that then the portion of her ſo being married, ſhall be paied vnto her within one halfe yeare after the ſaid marriage. And I will, that the ſaid T. W. and W. W. ſhall haue the cuſtody of the ſaid W and R my ſonnes, and of their portions, and of the ſaid T. L. my ſonne and heire apparant, and of all his lands and goods vntill he bee of full age of one and twentie yeares, and they to bee brought vp and ordered at their diſcretion, they hauing reaſonable allowance for the keeping of them. And I will that my wife ſhall haue the cuſtody of my ſaid daughters, and their ſaid portions, if ſhe firſt find ſuch ſufficient ſecuritie to be ſo bound in the double value of their ſaid portions, vnto the ſaid T. W. and W. W. as they ſhall accept and like of for the payment of their ſaid portions accordingly, and if ſhee doe find no ſuch ſureties, that then ſhee to haue for the keeping of either of them, fortie ſhillings by yeare, and the ſaid T. W. and W. W. to haue the cuſtodie of their ſaid portions accordingly. And I make the ſaid T. W. and W. W. executors of this my laſt Will and Teſtament:

and

and I. make R.R. and R.W. ſuperuiſors thereof. In witneſſe where-of &c.

A perfect Teſtament and laſt Will.

Sect.644.

VNiuerſis & ſingulis Chriſti fidelibus ad quos præſentes literæ Teſtimoniales peruenerint: Iohan. permiſſion' diuina Cant' Archiepiſc. totius Angliæ Primas & Metropolitanus Salutem in domino ſempiternam & fidem indubiam præſentibus adhiberi, Ad vniuerſitatis veſtræ notitiam deducimus & deduci volumus per præſentes, quod ſcrutato regiſtro curiæ prærogatiuæ Cant' in Archiuis eiuſdem bene & fideliter cuſtoditis, comperimus & inuenimus euidenter inter alia in eodem, quod decimo die &c. Anno &c. coram H.I. Surrogato venerabilis viri W. D. legum doctoris curiæ prærogatiuæ Cant' magiſtri cuſtodis ſiue commiſſarii legit' deputat' probatum, approbatum & inſinuatum fuit. Teſtamentum P.R. nuper dum dixit de S. infra parochiam de W. in comit' D. Couent' & Lich. Dioc' noſtræ que Cant' prouinciæ def. habentis dum vixit & mortis ſuæ tempore bona mobilia vel immobilia, ſpiritualia vel temporalia, iura ſiue credita quæcunque vel qualiacunque in diuerſ. Dioceſ. ſiue iuriſdictionibus peculiaribus, commiſſaque fuit adminiſtratio omnium & ſingulorum bonorum, iurium & creditorum dicti def. & eius teſtamentum qualitercunque concern' I.R. filio & executori in huiuſmodi teſtamento nominato, de bene & fideliter adminiſtrand' eand ē. Ac de pleno & fideli Inuentario omnium & ſingulorum bonorum, iurium & creditorum huiuſmodi conficiend'. Et illud in curiam prærogatiuæ Cant' exhibend'. Necnon de plano & vero compoto, calculo ſiue ratiocinio inde reddend'. Ad ſancta dei Euangelia in perſona P.I. notarii publici, procuratores ſui in hac parte legitimè conſtituti Iurat'. Cuius quidem teſtamenti verus tenor in hæc verba ſequitur.

In the name of God, Amen. The viii. day of &c. And in the yeare &c. I F.R. doe make and deliuer this my laſt Will and Teſtament in writing, reuoking thereby both in deed & in law all other former wils & teſtaments. Firſt, I commend my Soule into the hands of Almighty God, &c. Touching my lands, tenements and hereditaments where I haue heretofore by my ſeuerall conueiances, for the aduancement of my yonger ſonnes P.G. R. & F. the yonger, aſſured my manors of H.B. & H. in the countie of P. And all my lands tenements & hereditaments in H.B. D. H. and B. in the ſaid county of P. to ſuch ſeuerall vſes & intents, as in & by the ſaid ſeuerall conueiances are expreſſed: My will & meaning is, that the ſame aſſurances ſhall ſtand and be effectuall to the benefit of my ſayd children, according to the true intent and meaning ſet downe in the ſame writings, and I doe by this

this my laſt Will ratifie and confirme, and further doe will and deuiſe all the ſayd manors, lands, tenements, and hereditaments to my ſaid ſonnes ſeuerally, and for ſuch, and the ſame eſtates to them particularly and ſingularly as be mentioned and limited by the ſayd conueyances: and where in the aſſurance and morgage concluded betwéene mee and T. N. Gent. I haue put my faithfull ſeruants T. B. and R. C. in truſt, my Will and requeſt is to them, that they doe performe and accompliſh the ſame truſt, and doe make ouer ſuch eſtate and intereſt as they haue by the ſaid conueiance, to my ſonne G. R. and to his heires males of his body, according to my true intent and meaning, whereunto I haue made them priuy: for my full and plaine meaning is, that ſeeing the ſayd G. is my firſt and eldeſt ſonne by my late wife M. that therefore he ſhall be remembred and rewarded as a ſecondary eldeſt ſonne, and therefore ſhall haue to him, and to the heires males of his body, my ſayd Manors of H. and B. and all my lands, tenements, and hereditaments in H. B. and D. Notwithſtanding my meaning is, and ſo I doe hereby will and deuiſe, that his two younger brethren R. and F. may haue and enioy ſeuerally during their liues either of them forty pounds of &c. by the yeare. And that he the ſaid G. doe ſee the ſame payed according to my ſaid conueiance. And I doe further giue vnto my ſaid ſonne G. all thoſe Statutes, Recogniſances, and Bonds, that the ſaid M. N. and ſir H. R. haue made and knowledged to mee, or to any to my vſe for the performance of thoſe bargaines that bee paſt betwéene vs, and I will that the ſame bonds may be ſued in the name of my Executors, but to the benefit of my ſayd ſonne G. and of his heires males. And if the ſayd M. N. doe pay the ſayd ſumme of &c. agréed vpon, and thereby doe redéeme the ſaid lands and inheritance in B. then I doe giue and deuiſe that my ſaid ſonne G. R. ſhall haue the ſaid ſumme of &c. to his vſe and benefit. Alſo I doe giue vnto my ſayd ſonne P. R. all my goods and chattels, ſtocke and houſholdſtuffe whatſoeuer, that ſhall bee and remaine at H. aforeſaid at the time of my deceaſe. And I doe further giue vnto the ſayd P. the one halfe and moitie of all the Leade that ſhall bee owing me at the time of my deceaſe. And alſo the halfe benefit and forfeiture of all ſuch bonds as any perſon or perſons ſhall ſtand bound to mee in for the deliuerie of any lead or lead oare. And where I of verie fatherly loue, and the rather thereby to allure him to his booke and ſtudie, did aſſure to my ſonne F. the elder by my firſt wife, all that my manor of B. with the appurtenances, and my parke and new builded houſe there, ſince which time I haue béene vrged by the great vntowardneſſe of my ſaid ſonne (I will not vſe any more bitter words) to reuoke and make void the ſaid aſſurance, and now haue giuen the ſaid manor of B. to I. R. my eldeſt ſonne, as by the writing thereof appeareth, in which reuocation, I doe proteſt before

God

God, I doe not know any maner of defect or ſcruple whatſoeuer, yet weighting that Durum telum eſt neceſſitas, & that Homo peruerſus ſuſcitat lites, and laſtly, that the deſire of ſuch a houſe and inheritance ioyned with my imagined title, will neither regard fatherly admonition, nor brotherly affection: And to the intent alſo the ſaid F. my ſonne may haue ſomething to maintaine himſelfe, and apply his booke withall, if it pleaſe God that hee may looke backe and call himſelfe to an ordinarie courſe of life, I do therefore for theſe reſpects giue and demiſe to my ſaid ſonne F. the elder, thoſe two rent charges of twentie pound a peece, amounting in the whole to 40. li. per annum, which I haue going forth ſeuerally of the lands and inheritance of T. L. Eſquire, and W. K. Eſquire. To haue and to hold to him for and during his naturall life. And my Will is further, that if the ſaid F. my ſonne doe giue himſelfe to the ſtudie of the Common lawes of this Realme (whereunto I know hee hath an aptneſſe by nature, although through euill behauior and worſe companie he hath ſhewed himſelfe vnapt heretofore) and doe become either Reader in Chancerie or in Court, being called thereunto orderly, and performing the ſame with good liking and opinion of the houſe, and in proofe thereof ſhall haue it ſo ſignified vnder the hands and ſeales of foure Readers of Grayes Inne for the time being: Then I will and deuiſe the ſaid two rent charges of xx. li. to the ſaid F. K. and to his heires for euer. And I doe then alſo and not before deuiſe vnto him the ſtatutes, recogniſances and bonds, which I haue ſeuerally of the ſaid M. L. and M. K. for the paiment and ſeuerall aſſurance of the ſaid two rent charges or annuall paiment, and the benefit and forfeiture which ſhall grow or bee by reaſon of the not paying thereof, or by any other default committed by them or either of them, their heires or aſſignes. Prouided alwaies that my ſaid ſonne F. doe within one halfe yeare next after my death, if he ſhall not make the ſame in my life time, releaſe vnto my ſayd ſonne I. K. and to his heires for euer, all his right and title that he hath or may claime to haue in the ſaid manner of B. and in or to the ſaid lands, tenements, and hereditaments of the parke and new builded houſe in B. aforeſaid, or into any the hamlets or villages adioyning thereunto, with warrantie to be therein contained againſt him and his heires for euer: And vpon condition alſo that he the ſaid F. hath not charged nor incumbred the ſaid manno[r] and premiſſes in B. aforeſayd or any part thereof, with any rent charge or leaſe whatſoeuer before the ſaid releaſe. Where about three yeares paſt, I did in the name and behalfe of my daughter B. and for her better preferment, conclude and agree with M. F. now deceaſed, for the paiment of &c. to my ſaid daughter in the ſpace of &c. as by the writings thereof appeare, of which ſaid paiment the executrix of the ſaid M. F. hath well and truely paied vnto my hands to the vſe of my ſaid daughter the ſumme

of &c. due at the feaſt of &c. laſt paſt, my will is, that if the ſaid ſum of &c. be not by me anſwered to my ſaid Daughter in my life time: That then the ſame ſhall preſently be paied vnto her by my Executor after my deceaſe. And my Will is further, that if my ſaid Daughter R. cannot lawfully by order of Law recouer and obtaine the ſaid ſumme of &c. reſidue of the intire ſumme of &c. that then ſhe ſhall be paied and ſatisfied of the ſaid ſum of &c. or of ſo much thereof as ſhe cannot recouer of the lands or goods of the ſaid Maſter F. or at the hands of his executrix or adminiſtrators by my executor, the ſame paiment to be made within &c. after my death. And moreouer, I giue vnto my ſaid Daughter an hundred Markes of &c. to make vp her full and whole portion to the ſumme of &c. And alſo, I doe giue vnto her the Chaine of gold that ſhee commonly weareth, and all her iewels of gold, together with her late mothers bracelets of gold, notwithſtanding my meaning is, that if my executor doe paie vnto her the ſaid ſumme of &c. or ſo much thereof as ſhee ſhall or may not recouer or obtaine as is aforeſaid, that then my ſaid Daughter, doe aſſigne or ſet ouer the bonds and aſſurance made vnto her by the ſaid Maſter F. vnto the ſaid Executor or his Aſſignes, to the end that he may then take the aduantage and benefit thereof: for like as mine intent is, that my ſaid daughter ſhould be iuſtly ſatisfied of the ſaid fiue hundred pound, either by the heires and executrix of the ſaid F. or elſe in default thereof by mine owne executor, euen ſo my meaning is, not that my ſaid Daughter bee double paied the ſaide ſumme: I doe giue vnto my Daughter T. ouer & beſides the ſumme of &c. which to her is aſſured by my ſelfe and my ſonne I.R. by conueiance in my life time, the ſumme of &c. when ſhe commeth to the age of &c. or bee married, together with the iewels of gold, and little Chaine of gold which was her Mothers. And where I haue concluded with R.T. Eſquire, for a marriage (by the grace of God) to be had betweene his ſonne R. T. and my daughter E. my Will is that if the ſaid marriage doe not take effect, that then my ſaid daughter E. ſhall take the benefit of all ſuch bonds and recogniſances as the ſaid Maſter T. hath made or acknowledged to mee: And that my executor doe not onely ſuffer his name to be vſed for recouerie thereof to the vſe of my ſaid Daughter, but that hee alſo and his aſſignes doe to his and their vttermoſt indeauour aide and aſſiſt my ſaid Daughter for the obtaining of the benefit and forfeiture of the ſaid bonds and recogniſances to her owne vſe. Prouided alwayes, that my ſaid Daughter E. nor any for her, or in her name, doe challenge or claime any title or intereſt, in, or to the ſumme of foure hundred pound which I did conuey vnto her, to be paied of certaine rent charges, which I appointed for that purpoſe before the ſaid concluſion of marriage: for my meaning is, that ſeeing I haue well and truely paied vnto the ſaide T. the ſum of &c. in conſideration of

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the ſaid marriage to bee had, that the benefit that ſhall come to my ſaide Daughter by the ſayd marriage, or by the bonds or couenants thereupon concluded ſhall ſerue her for her portion and aduancement, and that ſhe ſhal not take or challenge any other ſumme or portion of my goods or gift whatſoeuer.. Where I together with my eldeſt ſonne I. R. haue prouided that my foure yongeſt Daughters, to wit A. C. I. and B. be euery one of them paied to the ſumme of &c. for their aduancement in marriage, at ſuch dayes and times, as by the writings thereof are expreſſed: my meaning is, and ſo I doe will and bequeath, that my ſaid Daughters be iuſtly and duely ſatisfied their ſaid portions, in ſuch manner and forme, as by the ſaid writings is appointed. And my Will is further, that my ſaid youngeſt Daughters ſhall either of them be brought vp at my houſes at W. or B. at the coſts of my eldeſt ſonne, if they be diſpoſed to remaine there vntill ſuch time as they be ſeuerally well and truely paied and anſwered their ſaid portions. I will that within one whole yeare next after my death, there bee prouided by my executor one chaine of gold of the value of &c. which chaine I do giue to my Daughter B. And I doe heartily require and charge her, that ſhe cauſe the ſame after her deceaſe to be beſtowed vpon her ſonne and mine N. B. I doe will and deuiſe the yearely rent charge of &c. which I haue to mee and mine heires aſſured forth of the lands and inheritance of A. E. gentleman, and the yearely ſumme of &c. to be taken forth of the manno[r] of E. in the whole per annum twentie pound to bee imployed for euer for the maintenance of the new erected Grammer Schoole at S. the finding of two Schollerſhips in ſaint Iohns in Cambridge, and the releſe of the poore, hurt, and maimed Souldiers, which ſhall be ſent to the Warres out of the Townes hips of S. B. and E. in the countie of D. that is, eight pound by the yeare towards the ſame Schoole other eight pound per annum for the ſaid Schollerſhips, and foure pound yearely for the releſe and ſuccour of the ſaid Souldiers. And now vpon great good hope and fatherly affiance that I haue, and truſt to find in my eldeſt ſonne I. R. towards his Brethren and Siſters, I doe make and ordaine him my ſole and onely executor of this my laſt Will and Teſtament: and I ſay vnto him, and by him to all the reſidue of my children, as Salomon ſaid to his ſonne, Fili mi time Deum & Regem: and in any wiſe beware that you liue not aboue your liuing, and eſpecially in the beginning, for that will bring you to want and neceſſitie both in the middeſt and the ending.

In quorum omnium & ſingulorum præmiſſor' fidem & teſtimonium has literas noſtras teſtimoniales fieri fecimus, ac eas ſigillo Curiæ prærogatiuæ noſtræ Cant' appenc' communiri & corroborari, dat' quoad ſcrutinium & ſigillationem preſentium 28. die menſis Aprilis, ann' domini 1591. Et noſtræ tranſ. anno 8.

A good Preſident for a Teſtament.

Sect. 645. IN the name of God Amen. The 21. day of the moneth of M. in the yeare of our Lord God &c. I R. M. Mercer and Citizen of L. being of whole mind, &c. as before. Firſt I commend my ſoule vnto Almighty God my maker and redeemer, and my body to be buried in the parish Church or Churchyard of Saint N. in the Citie of London. Item, I giue toward the reparation of the ſame Church xiii.s.iiii.d. Item, I will, that all ſuch debts and duties as I owe of right or of conſcience to any perſon or perſons, bee well and truely contented and paied by mine executors hereafter named, or elſe ordaine ſo for to be paied without any delay or contradiction. And after my debts paied, and my funerall expences performed, I will, that all my goods, chattels, and debts ſhall be diuided into three equall parts, whereof I will, that A. my wife ſhall haue one equall part to her owne proper vſe, in the name of her purparty and reaſonable part to her of all my ſayd goods, chattels, and debts, after the laudable cuſtome of the Citie of London belonging. And the ſecond equall part of all my ſayd goods, chattels, and debts whatſoeuer, I bequeath to E. and M. my daughters, & to the child now being in the wombe of my ſaid wife, equally to bee diuided amongſt them, and to be deliuered vnto them when they ſhall accompliſh and come to their lawfull ages of xxi. yeares, or elſe to be married &c. And if it fortune any of my ſaid children to deceaſe before they accompliſh their ſaid ages, and before that time be not married: That then I bequeath her part, or his part of them ſo deceaſing, to the other of them then ſurviuing, to be deliuered vnto them when they ſhall accompliſh their ſaid ages of xxi. yeares, or elſe be married. And if it fortune all my ſayd children to deceaſe (as God it defend) before they accompliſh their ſayd ages, and before that time be not married: Then I bequeath as well all and ſingular the ſaid part or portion of my ſayd children in my foreſaid goods, cattels, and debts, as alſo my legacies to them hereafter bequeathed, to and amongſt the children lawfully begotten of the body of R. M. of S. in the County of R. to be payd and deliuered vnto them at like ages, and in like manner as is appointed vnto mine owne children, and euery childe likewiſe to be others heire thereof. And if it ſhall fortune all the children of the ſaid R. M. of his body lawfully begotten to deceaſe (which God defend) before they come to their lawfull ages, and before that time bee not married: Then I will that all their ſaid parts and portions of my ſayd goods, cattels, and debts, ſhall wholly be imployed and beſtowed in amending and repayring of noyous high wayes nigh about the Citie of London, and to the marriage of poore Maidens, by the diſcretion of mine Executors and Ouerſeers, if they bee then liuing, or elſe by the diſcretion of the

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Lord Maior and his brethren the Aldermen of the Citie of London. And the third equall part of all my ſaid goods, cattels, & debts, I reſerue vnto my Executors, therewith to performe my Legacies and bequeſts hereafter ſpecified, that is to wit &c. The reſidue of all my goods, cattels, and debts, after my debts be payed, my funerall expences performed, and theſe my legacies contained in this my preſent Teſtament fulfilled, I wholly giue and bequeath to my ſayd children, equally to be diuided amongſt them, and to be deliuered to them according as I haue aboue willed and declared. Prouided alwayes, and it is my very will, minde, and intent, that ſhortly after my deceaſe, all and ſingular my wares, ſtuffe of houſhold, plate, and all other my goods whatſoeuer they be, ſhall be priſed by two indifferent perſons, to be named and ſworne by the Lord Maior of L. and his brethren for the time being, and all and ſingular the portions thereof appertaining to my ſaid children, as well my ſecond part, as my ſayd legacie ſo to them made and bequeathed of my part immediately after the appriſing, to bee ordred according to the cuſtome of the Orphanage of the Citie of London by the Lord Maior & his brethren. Item I will that the yong men being free of the fellowſhip of Mercers of L. ſhal haue the occupying of al my ſaid childrens portions & legacies during their nonage, they putting ſufficient Sureties therfore, according to the ſaid cuſtome of the City of L. And I will, & my minde and intent is, that Maſter H. L. and Maſter R. P. or their aſſignes, ſhall haue the keeping, gouernance, & bringing vp of my ſaid children during their nonages. And of this my preſent Teſtament I make and ordaine the ſaid A. my wife, and the ſaid P. H. and R. mine executors. And I bequeath to every of them for their labor in that behalfe twenty pound, and a blacke Gowne. And of the execution of the ſame, I make and ordaine W. P. Ouerſeer. And I vtterly reuoke and annull every other former Teſtaments, Wils, Legacies, Bequeſts, Executors, & Ouerſeers, by me in any wiſe before this time named, willed, and bequeathed, Theſe being witneſſes.

Memorandum, that Teſtaments Nuncupatiue are made by word only before witneſſes, in forme aforeſayd.

A clauſe of a Will.

AND if it ſhall happen at any time hereafter any ambiguity, doubt, or queſtion, to grow or ariſe by reaſon of the imperfection or defect, of, or in any the words, and clauſes and ſentences in this my preſent laſt Will and Teſtament, or my true intent and meaning thereof: That then the further and better explanation, interpretation, and conſtruction of the ſayd doubt and ambiguity, I will that my ſaid Executors ſhall exponnd, explane, and interpret, according to their wiſedomes and good diſcretions. Sect. 646.

A proviſo to binde Lands by Will.

Sect. 647. PRouided alwayes, and my further will is, that if either of my ſayd ſonnes, or the heires of either of them doe attempt or goe about to doe any act or acts, thing or things, to alien and diſcontinue the ſaid lands, tenements, and hereditaments, or any part or parcell thereof, to them either, or any of them, by me giuen and bequeathed, in manner and forme aforeſayd, either by feoffement, fine, recouery, or otherwiſe by any wayes or meanes, ſo that the ſame lands &c. and euery part and parcell thereof, cannot, or may not deſcend, come, remaine, reuert, and bee in maner and forme beforе in this my Will limited, declared, and appointed, and according to the true intent and meaning of this my gift, will, and laſt teſtament: That then immediately and from thenceforth the eſtate, intereſt, and title of him or them ſo attempting, doing, or going about any ſuch act or acts, thing or things, as is aforeſaid, of, and in the ſaid lands &c. ſhall ceaſe and bee clearely determined and extinguiſhed, and that then immediately and from thence forth the ſame ſhall remaine, and be to ſuch perſon or perſons, as by this my will is limited and appointed, in ſuch maner and forme, and vpon the like condition or conditions, as though he or they ſo attempting or going about any ſuch act or acts, thing or things, in forme aforeſaid, were dead indeed: any thing beforе in this my preſent laſt will mentioned or declared to the contrary notwithſtanding: leaſes for xxi. yeares at the moſt, and vnder, or for one, two, or three liues, whereupon the old, ancient, and accuſtomed yearely rent, or the value thereof, or more ſhall be reſerued and aſſured to ſuch perſon or perſons, as ſhall or ought to haue had the ſame eſtate or eſtates. Alſo the eſtate or eſtates that hereafter ſhall fortune to bee made, to, or for the Joynture or Joyntures of ſuch as ſhall fortune to bee the wife or wiues of the ſayd R. and G. or of the heires of their two bodies, or of the heires of the body of either of them lawfully begotten, for terme of the life or liues of ſuch wife or wiues onely excepted.

A Codicill or Scedule before the making of a Teſtament.

Sect. 648 I A. B. by the grace of God ſound in minde and body, praiſed be almighty God, in theſe codicils or ſcedules, doe diſpoſe my laſt Will as touching my goods, as followeth: that is to ſay, Firſt, I giue to C. my wife in recompence of her thirds or reaſonable portion of my goods, one hundred pounds, and two of my beſt Geldings, and two of my beſt Beddes fully furniſhed. Item, I giue to euery one of my Sonnes ten pounds, and to euery one of my Daughters twenty pounds &c. (As legacies be bequeathed in laſt Wils.) And my will is that this Codicill or Scedule bee, and be adiudged and taken to be parcell of my laſt Will, and to be of force by

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the right of a Codicill, or by any other right, in the beſt manner that may be. And I heartily require mine executors, if God giue me leaue to make a Teſtament, and in this default thereof, mine Adminiſtrators, that they doe cauſe all things in this ſcedule or Codicill contained, to bee faithfully performed, according to my true meaning, as if the ſame were ſo declared and ſet downe in my laſt Will and Teſtament. In witneſſe whereof to this preſent Codicill I haue ſubſcribed my name.

A Codicill made after a Teſtament or laſt Will.

BE it knowne, that whereas I A. B. made my laſt Will and Teſtament in writing (if it be written, and if it be not nuncupative) bearing date &c. That now, foraſmuch as I haue changed my mind, touching certain things in the ſame laſt Will contained. And for and concerning all other things in the ſaid laſt Wil mentioned (other than ſuch as I ſhall not hereby otherwiſe diſpoſe of) I do by this preſent Codicil confirme & ratifie the ſayd laſt Wil. And firſt, whereas by my ſaid laſt Wil I do giue vnto R. D. xx. l. my Will now is, that he ſhall haue but onely x. li. thereof. And whereas I deuiſed to G. S. all my eſtate in one farme called Wl. in D. &c. which I hold by leaſe of P. B. for xxi. yeares, my Wil is, that he haue it onely during ten of the firſt yeares of the ſayd terme, that Elizabeth my daughter ſhall haue the reſidue of the ſayd terme of xxi. yeares, towards her preferment in marriage &c. (And ſo of any other Legacie, adding, diminiſhing, or cleane deſtroying the ſame, or giuing new Legacies, with this clauſe in the end,) And my Will is &c. *vt ſupra in Codicillo ante Teſtamentum.* Sect. 649.

And it is to be noted, that a ſubſequent Teſtament muſt make mention of a precedent Codicil. And ſubſequent Codicils muſt make mention of Teſtaments and of Codicils precedent, if any bee: For one perſon may make but onely one laſt Will, but as many Codicils as he will. And Codicils may be made without any Teſtament, either precedent or ſubſequent.

Letters of Adminiſtration.

R. P. Legum Doctor Scaccarii Reverendiſſimi in Chriſto patris & dom' domini E. permiſsione diuina Ebor' Archiepiſcopi Angliæ primat' & metropolitan' Commiſſarius, dilect' nobis in Chriſto D. L. de S. Ebor' dioc' vid' ſalutem in domino. Adminiſtration' omniũ & ſingulorum bonorum, iurium & creditorum quæ fuerunt I. L. nuper de S. prædicta mariti ſui ab inteſtato (vt aſſeritur) defuncti tempore vitæ & mortis ſuæ infra iuriſdictionem dicti Reuerendiſsimi patris exiſten' tibi de tua fidelitate plurim' confiden' in pios vſus diſtribuend' committimus: Sect. 650.

Tequè adminiſtrat', in, & de eiſdem bonis & cæteris præmiſsis præficimus, ordinamus, & deputamus per præſentes. Oneran' te in virtute iuramenti tui coram nobis in hac parte præſtiti, quod verum, plenum, integrum, & fidele inuentarium omnium huiuſmodi bonorum conficias, & nobis exhibeas, debitaque ipſius defunct', in quibus tempore mortis ſuæ effectualiter tenebatur, iuxta iuris exigen' in hac parte bene & fideliter perſoluas, necnon compot', calculum ſiue ratiocinium de adminiſtratione tua huiuſmodi in Scaccario Eborũ reddas, cum ſuper hoc fueris euocat'. Ac præfatum Reuerendiſſ. in Chriſto patrem, & nos, ac omnes Officiarios & Miniſtros noſtros quoſcunque indemnẽ & indemnes verſus quoſcunque, ratione adminiſtrationis tuæ huiuſmodi imperpetuum conſerues, Saluo iure cuiuſcunque. Dat' Eborum &c.

A deputation to a Commiſſary, or Deane.

Sect. 651. IOhannes R. Legum Doctor, venerabilium virorum domin' Decani & Capituli Eccleſiæ Cathedral' & Metropoliticæ Eborum, cauſarum ſiue negotiorum ſuor' Auditor ſufficient' & legitim' deputatus, dilect' nobis in Chriſto H.M. in legibus Baccalaureo Decano decanatus de D. & I.T. clerico, Rectori Eccleſiæ parochialis de T. Ebor' dioceſ. ſalutem in dom' ſempiternam. Ad admittend', ac vice & nomine noſtris recipiend' cautiones obligator' præſentibus annex' tam pro ſecura ſolutione pecuniarum ſummar' M. I.B. & C.B. in eiſdem nominat', ac eis pro portionibus ſuis aliiſque legatis & iuribus ex bonis & cattallis Magiſtr' A.B. ſacræ Theologiæ Baccalaurei, nuper Canonici reſidentiarii Eccleſiæ Cathedralis, & Metropoliticæ & beatæ Petri Ebor' prædicti patris eor' defunct' debit', quam pro indempnitate noſtra, ac officiarior' & miniſtror' noſtror' quorumcunq; verſus quoſcunque, iuxta tenores cautionum prædictarum, per quoſdam A.S. de M. in comitatu E. generoſ. R.L. de S. in comitatu N. generoſ. &c. in præd' cautionibus alias etiam nominat' & in dioceſ. Ebor' degentes ac cõmorantes ꝑſtand', ſigilland', & ſignand', Ac ad omnẽ iuris & facti effect' deliberand', Vobis coniunctim & diuiſim ſigillũ de quorum fidelitatibus, circumſpectionibus ac induſtriis plurimum confidimus vices & authoritat' noſtras committimus per præſentes. Et quid in præmiſsis feceritis, nos ſeu locum noſtrum tenens ſeu tenent' circa feſtum Purificationis beatæ Mariæ virginis proximũ futur' poſt datum præſentium de geſtis in hac parte, vna cum præſentibus, cautionibus huiuſmod' debit' certificetis, (*ſeu ſic*) certificet ille veſtrum qui præſent' noſtr' commiſsionem tuerit execut'. Dat' Ebor' ſub ſigillo officii præd' decimo die menſis Decembris, An' Domini 1593.

Admini-

Administration by the Archbishop of Canterbury, where the intestate had goods in diuers dioceſſes.

I. Prouidentia diuina C. Archiepiſcopus totius Angliæ Primas & Metropolitanus, dilecto nobis in Chriſto prænobili viro domino Gilb. Comit' moderno S. filio naturali & legitim' dom' G. nuper Comit' S. & Comitis Mariſchalli Angl', præclarique ordin' garterii Milit' def. Salutẽ: Cum idem dominus G. def. habens dum vixit & mortis ſuæ tempore bona ſiue iura credit' in diuerſis Dioceſ. ſiue iuriſdictionibus, ſuis dum egit in humanis rite & legitime condiderit Teſtament' ſuum in ſe continens vltimam voluntatem, in quo ſiue qua E. T. & H.T. armig' filios ſuos naturales & legitimos nominauerit, ordinauerit, fecerit, & conſtituerit executor'. Qui quidẽ executores ex certis cauſis animos ſuos in hac parte iuſtè mouen', oneri execut' dict' Teſtament' expreſsè renunciauer'. Cuius prætextu omniũ & ſingulorum bonor', iurium, & credit' antedict' def. plenaria diſpoſitio adminiſtrationiſque eorund' commiſſio, Necnon compot', calculi, ſiue ratiocinii adminiſtrat' huiuſmod' audit', finaliſque liberatio ſiue dimiſſio ab eadem ad nos ſolum & inſolidum, & non ad alium nobis inferior' Iudicem notoriè dignoſcuntur pertinere. Nos vero affect' vt bona, iura, & credita dict' def. bene & fideliter adminiſtrent', dictumq; Teſtament' perimpleat', ſummque debitum ſortiatur effectum, ad adminiſtrand' igitur bon', iur', & credit' huiuſmod', iuxta tenor' & effect' Teſtament' ſupradict' præſentibus annex', ac bene & fideliter diſponend' de eiſdem: necnon credita quæcunq; dict' def. petend' colligend', leuand', & exigend', quæ ad eundem def. dum vixit & mortis ſuæ tempore pertinuerunt, Ac primo de ſoluend' æs alien' in quo idem def. huiuſmod' mort' ſuæ tempore extitit obligat', deinde legat', in dicto Teſtamento, præſentibus vt præfertur annex' content' & ſpecificat', quatenus bona, iura, & credita ſui huiuſmod' ad hoc extend' iuxta rat' eorund', Tibi de cuius fidelitate in hac parte confidemus primitus de bene & fidel' adminiſtrand' eadem, ac de pleno & fidel' Inuentario omniũ & ſingul' bonor', iur', & creditor', huiuſmod' conficiend', & illud in Cur' prærogatiuæ noſtr' Canterb. ſecundo die poſt feſtum aſcen' dom' noſtr' prox' futur' exhibend'. Necnon de pleno & vero compoto, calculo, ſiue ratiocin' in ea parte reddend' ad ſanct' dei Euangelia in perſona Magiſtr' G.C. notar' publ' procurator' tui in hac parte conſtitut' iurat' plenam tenore præſent' committimus poteſtatem. Teque adminiſtrator' omniũ & ſingulor' bonorum, iurium, & credit' huiuſmod' ordinamus, deputamus, & conſtituimus per præſentes. Dat' Londin' viceſimo tertio die menſis Decemb. Anno &c. Sect. 652.

Administration by the Archbishop of Y.

Sect. 653. IOhannes prouidentia diuina Ebor' Archiepiscopus Angliæ primas & Metropol', dilect' nobis in Christo prænobili vir' G. Commit' moderno S. filio natur' & legit' G. nuper Commitis S. ac Comitis Mareschalli Angliæ, præclarique ordinis Garteri Militis def. salut' in Domino: Cum dilectus noster I.B. legum Doctor Curiæ Prærogatiuæ nostræ Ebor' Cõmissarius rite & legitime procedens ex certis causis cor' eo ex parte tua allegatis & præpositis, & ex aliis iustis & legitimis causis se & Anim' suã in ea parte mouentibus ad petitionem partis tuæ literas administrationis omnium & singulorum bonor', iurium & creditorum quæ fuerunt dicti def. in & per totam prouinciam nostram Eborũ existen' alias nobili mulieri domin' E. comitissæ S. viduæ relictæ dict' domini G. def. per Commissarios nostr' Curiæ nostr' præd' S. concessas reuocand' fore decreuit & reuocauerit, ac pro reuocatis administration' iuris & facti effectũ exinde quouismodo sequi valen' habere voluerit, declarauerit, & pronunciauerit. Necnon ad petition' partis tuæ administration' omnium & singulorum bonorum, iurium & creditorum quæ fuer' ipsius def. infra prouinciam nostram Ebor' existen' saltem non legitim' administrator' tibi de nouo committend' fore decreuerit, ac etiam tibi in persona I. S. notarii publici procuratoris tui in hac parte legitime constitut' coram eo informã iuris primitus iurat' commisser' (iustitia id poscent') Tibi igitur de cuius fidelitate plurimum in domino confidimus administrationẽ omnium & singulorum bonor', iurium & creditor' quæ fuerunt dicti def. infra prouinciam Ebor' existen' habent' dum vixit & mortis suæ tempore bona notabilia in diuersis diocess. siue iurisdictionibus infra prouinciã nostr' Ebor': cuius prætextu omnium & singulorum bonorum, iurium & creditor' antedicti defunct' plenaria dispositio administrationisque eorundẽ commissio. Necnon compoti, calculi siue ratiocinii administrationis huiusmod' auditio, finalisque ab eadem liberatio siue dimissio ad nos solũ & insolidum, & non ad vllum alium Iudicem notorie dinoscũntur pertinere plenarie etiam committimus, Teque administrator' de & in eisdem bonis cæterisque præmissis præficimus, ordinamus & deputamus p præsentes, Onerantes te in virtute iuramenti tui prædict' quatenus plenum, verum & fidele Inuentar' omnium hmõdi bonorum conficias & nobis in Curia nostr' præd' citra Festum Ascensionis domini nostri proxim' futur' post dat' præsentium exhibeas. Debitaque ipsius defunct' in quibus tempore mortis suæ effectualiter tenebatur iuxta iuris in ea parte exigen', Necnon legata in Testamento præsentibus annex' contenta & specificata iuxta facultates bonorum bene & fideliter persoluas. Necnõ compotum,

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calculum ſiue ratiocinium de & ſuper adminiſtrationem tuam prædictã in curia noſtra prædict' reddas cum ſuper hoc fueris euocatus, Ac nos & omnes & ſingul' officiar' & miniſtros noſtros quoſcunque indemnem, & indemnes veſtus quoſcunque ratione præmiſſor' conſerues. Saluo iure cuiuſcunque. Dat' Ebor' ſub ſigillo officii noſtri prærogatiue prædict' vltimo die menſis Decemb. Anno dom. 1590. Et noſtræ tranſlat' ad Archiepiſcop Ebor' anno ſecundo.

In Dei nomine Amen. Admiſſis probationibus de & ſuper factione teſtament' præſentibus annex', coram nobis I.B. legum Doctore & M.S. artium Magiſtro Cur' prærog' Reuerend' in Chriſto patris & dom', dom. diuina permiſsione Ebor' Archiep̃, Angl' primat' & Metropolitan' Commiſſariis legitimè deputatis, ipſum teſtam' ritè factum & legitime probatum. Nos Commiſſarii antedicti approbamus & inſinuamus, ac pro valore eiuſd' declaramus. In cuius rei teſtim' ſigillum officii noſtri prædict', præſentibus eſt appoſitum: Dat' Eborũ ſub ſigillo prædict' vltim' die menſis Decemb. &c.

Thus much of Teſtaments, Codicils, and Letters of Adminiſtration.

An Inuentarie.

AN Inuentary is a diſcription or Repertory, orderly made of all dead mens goods and chattels, prized by foure credible men, or more, which euery executor and adminiſtrator ought to exhibite to the Ordinary, at ſuch time as he ſhall appoint the ſame. And Inuentaries ought to be made ſo ſoone as conueniently may be, after the parties death, leſt the goods be imbeziled. And for the moſt part they are made thus: Sect. 654.

The Inuentary of the goods and chattels of A.B. of D. in the county of C. yeoman deceaſed, made and apprized by C.D. E.F. G.H. and I.K. the ſecond day of May, in the 36. yeare of the reigne of our Soueraigne, Quéene Elizabeth &c. 1594.

Inprimis, in ready money.	x.li.
His Apparrell.	xl.li.
Item in his bed Chamber, two ſtanding beds with teſters.	iiii.li.
Item two Featherbeds, and one Downe bed.	x.li.
Item foureténe Blankets.	xxx.s.
Item eight paire of Sheets.	xl.s.
Item fiue Couerlets, and two Couerings.	viii.li.

In like manner euery thing, as woollen, linnen, wine, oyle, béere, ale, corn

corne, and graine, hay, woll, flax, wood, coales, yron, lead, houshold stuffe of all sorts: as tables, hangings, chaires, cushions, chests, pots, pannes, pewter, vessell, brewing vessels, implements of husbandry, leases, debts due to the dead man, or by him due to any other, corne vpon the ground, horses, oxen, kine, sheepe, swine, pullen, &c. And for the houshold stuffe, either to set downe what is in euery seuerall roome: as euery parler, chamber, study, shop, butterie, celler, pantrie, hall, deirie, kitchin, brewhouse, backehouse, laundry, barne, stable, orehouse, cowhouse, dowehouse, slaughterhouse, milkehouse, and euery other house. Or else (which seemeth better) to sort all things of one kind together: as all brasse together, all pewter together, all bedding together &c. pricing euery thing seuerally by it selfe. And then to subscribe the same Inuentary with the names of the same praisors, in the presence of sufficient witnesses. And this ought to be done with great diligence, care, and sincerity, that the true value of euery thing may be knowne, to the end that the dead mans children or kinsfolkes, his legatories and creditors may haue their owne, without such fraudulent concealing, as in like cases is dayly committed.

Per nos A-B.C.D.E.F.G.H.

Instruments in Merchants affaires.

A Charter partie.

Sect. 655. IN the name of God, Amen. This Charter party of a fraughtment made betweene R. F. of London Mercer, and E. W. of Redderfe in the county of M. Master vnder God of the good ship called the R. of L. of the burden of 300. tunne, or thereabouts, now riding at an anchor in the riuer of Thames of the one party, of which ship the said R. and E. are party owners. And Th. C. Mercer, and R. S. Haberdasher, Merchants of London owners of the other party and residue of the sayd ship, of the other partie, Witnesseth, that the said R. F. and E. W. haue granted and letten to freight all their part of the sayd ship vnto the sayd T. C. and R. S. for a voyage with her to be made (by Gods grace) in manner and forme following, that is to sayd: The sayd R. F. and E. W. for their part doe conenant and grant, to and with the sayd T. C. and R. S. by these presents, That the sayd ship with the first good wind and weather that God shall send next after the date hereof, shall (by Gods grace) directly saile from the said riuer of Thames, with such goods and merchandises as shall be laden in her, into the port of Ligorne in Italy vnder the dominion of the Duke of F. and there shall discharge such goods and merchandises as shall be appointed

there

there to bee vnladen, and from thence ſhall take her direct courſe with aſmuch conuenient ſpeed as may be vnto the Iſle of Zanta in Grecia, vnder the gouernment of the Seigniory of Uenice, & there ſhall tarrie and abide by the ſpace of forty working dayes, next after her firſt arriual there at anker, for to vnlade ſuch goods and merchandizes, as is, or ſhall be appointed there to be vnladen freight free. And alſo within the ſame time ſhall relade ſuch goods, wares, and merchandiſe as the ſayd T. and R. their factors and aſſignes will there charge and lade into the ſayd ſhip, after the rate as followeth, that is to ſay: accompting xx. C. net of Currance for a tunne, xv. barrels of Oyle for a tunne, ſo many gallons as will fill foure hoggeheads for a tunne, and for all other ware and merchandiſe to be laden in the ſayd ſhip by the ſayd T. & R. their factors or aſſignes, after ſuch rate as ſhall bee thought reaſonable and conuenient by iiii. indifferent perſons, whereof two to bee choſen by the ſayd T. and R. and the other two by the ſaid R. E. And that the ſayd ſhip with her burthen, ſhall with the firſt and next good wind and weather after the expiration of the ſaid xl working dayes (by Gods grace) directly ſaile and come from the Iſle of Zanta, vnto the ſaid Citie of L. for her right diſcharge or as nèer thereunto as ſhee conueniently may. And the ſayd T. and R. doe couenant and grant, and either of them couenanteth and granteth by theſe preſents, That they, their factors, deputies, or aſſignes, or ſome of them, ſhall and will well and truly pay, or cauſe to be payd to the ſayd R. and E. or to either of them, their, or either of their certaine atturney, executors, or adminiſtrators, in the ſaid Citie of London, vi.li. of &c. for euery Tunne of ſuch wares and merchandiſes as aforeſayd, as ſhall be laden in the ſayd ſhip by the ſayd T. and R. their factors, deputies, or aſſignes, ratably, according to the parts and intereſts of the ſayd R. and E. of, and in the ſayd ſhip, in manner & forme following, that is to ſay, One third part thereof vpon the right diſcharge of the ſayd ſhip, and one other third part thereof within the ſpace of fiue wèekes then next following, and the reſidue thereof within the ſpace of vi. wèekes then next inſuing. And the ſayd R. and E. doe couenant and grant, and alſo warrant, that the ſayd ſhip for their parts ſhall be ſtrong and ſtaunch, and well and ſufficiently victualed, tackled, and apparrelled, with ſaile, yards, ankers, ropes, gunnes, ſhot, artillery, gunpowder, and all other inſtruments, tackle, and apparrell nèedfull and neceſſary in ſuch a ſhip for a like voyage, Together with an able Maſter, 56. men and a boy, which men and boy ſhall be ready at all due times, with the Cockboat of the ſayd ſhip, to ſerue the ſayd Tho. and R. their factors and aſſignes, to, & from land during the ſayd voyage. And alſo to diſcharge and relade the ſayd ſhip as oppoꝛtunity ſhall ſerue. And to the aforeſayd couenants, grants, articles, and all other things, on the parts of euery the

parties aforesayd, truely to be holden, kept, and performed in all things as is aforesayd, the same parties do bind themselues one to the other, that is to say: The sayd R. & E. and either of them doe by these presents bind themselues, and their seuerall executors and goods, and their seuerall parts and interests in the sayd ship, with the furniture of the same, to the sayd T. and R. and to their executors, and administrators. And the sayd T. and R. and either of them doe likewise bind themselues, their executors, and administrators, and al their goods to the sayd R. and E. their executors, & administrators, in the summe and penalty of 2000. li. of lawfull &c. by the partie or parties infrienging couenant to the parties obseruing, truely to bee paied by vertue of these presents. In witnesse &c.

Another Charter partie.

Sect. 656. IN the name of God Amen. This Charter partie indented of a fraightment made betweene T. P. Citizen and Alderman of London, & R. C. Citizen & Draper of London, owners of the good ship called the Primerose of London, of the burden of 140 Tunnes, or thereabouts, at this present ryding in the Riuer of Thames within the Port of London, wherof is Master vnder God for this voyage T. W. on the one party, & B. L. Merchant of P. now resident in London on the other party, Witnesseth, that the sayd owners and Master haue granted & letten the sayd ship to fraight to the sayd Merchant: and that the sayd Merchant hath hyred the said ship for a voiage with her to be made, by Gods grace, in forme insuing, that is to say: The sayd Owners and Master, for them, their executors and administrators, and euery of them do couenant & grant, & euery of them couenanteth & granteth by these presents, to, & with the sayd Merchant, his executors & administrators, & euery of them in forme following, that is to say: That the sayd Ship shall ryde and tarry within the riuer of Thames, vntill the xvi. day of this instant Moneth of July, & shall receiue into her within the sayd Port of L. fraight free, all such goods, wares, & merchandizes as it shall please the sayd Merchant, his factors or assignes, there to charge & lade into her before her departure, And not to receiue into her before her departure any the goods or merchandizes of any person or persons without the speciall consent & agreement of the sayd merchant, his factors, or assignes except three packes of merchandize fraight free, of the proper goods of the sayd R. C. And that the sayd ship shall with the first good wind & weather that God shall send next after the said xiiith day of this said instant Moneth of July, depart & saile from the Port of the sayd Citie of London, with the sayd receiued goods of the sayd Merchant vnto Gore end of this Realme, where she shall tarrie and abide by the space of ten dayes next insuing her first arriuall there, at an Anchor, to receiue into her fraight free, as much corne as shee may safely carry ouer, besides her victuall, tackle, apparrell, munition and furni-

furniture. And moreouer that the sayd Ship shall with the first good wind and weather that God shall send, next after the expiration of the sayd ten dayes, directly saile from Gore end aforesayd vnto L. in the Realme of P. as nigh the same Towne as shee may safely arriue to make her right discharge: Where the said Ship shall tarry & abide by the space of forty fiue dayes next ensuing her first arriuall there at an Anchor, as wel to discharge such goods receiued into her within the sayd Port of London & at Gore end aforesayd, as also to recharge and receiue into her, one hundred and forty Tunnes in all such goods, wares, and merchandises, as it shall please the sayd Merchant, his Factors or Assignes, there within the sayd fortie fiue dayes to lade into the sayd Ship before her departure. Prouided allwayes, and it is agreed betweene the sayd parties to these presents, And the sayd Owners and Master doe couenant and grant, for them, their executors and administrators, and euery of them by these presents, to and with the said Merchant, his executors and assignes, That if the sayd Merchant, his Factors or Assignes, cannot within the sayd forty fiue dayes lade the said Ship at L. aforesayd, That then the sayd Shippe shall tarry and abide at L. aforesayd, by the space of fifteene dayes next after the expiration of the sayd forty fiue dayes. And that the sayd Ship being as aboue at L. aforesayd laden, shall with the first good wind and weather that God shall send thereunto most apt and conuenient, next after the expiration of the said abiding dayes, or so soone as shee shall be laden, directly saile from thence vnto A. or London, to such of the same places, where it shall please the sayd Merchant, his Factors or Assignes, that the sayd Ship shall make her part of discharge. In consideration whereof, the said Merchant, for him, his executors, factors, and assignes, and for euery of them, doth couenant and grant by these presents, to and with the sayd owners and master, their executors, administrators and assignes, That he the sayd Merchant, his executors, or assignes, shall and will as well within the sayd Port of London, and at Gore end, as at L. aforesayd within euery of the sayd limited abiding dayes, as well discharge the sayd Ship, as recharge and lade into her one hundred and fortie Tunnes of whatsoeuer goods or merchandizes (reckoning and accounting two Pipes for a Tunne, foure Hogsheads for a Tunne, three Puncheons for a Tunne, fiue Tertians for a Tunne, two and twenty Kintals and a halfe of the waight of Andolozen for a Tunne): and of bagges of spices, and Chests of sugar according to the vse of Merchants and Merchandize. And also that he the sayd Merchant, his factors or assignes, shall within the sayd abiding dayes at L. aforesayd, or so soone as the sayd Ship shall be there as aboue laden, giue their notice vnto the sayd Master or his assignes, whether the same Ship shall make her right discharge at A. or London. And also that he the sayd Merchant, his factor

or

or assignes, shall and will truely pay or cause &c. vnto the sayd owners, or to one of them, their executors or assignes, for euery Tunne of the sayd Ships lading that shall be discharged or vnladen at London aforesayd, l.s. of lawfull money of England, the one halfe thereof within fiue dayes next after the right discharge of the same Ship at London aforesayd, And the other halfe thereof, within one moneth next insuing the expiration of the same fiue dayes, together with petylodeminage, primage, & ouerage, wont and accustomed. And also that he the sayd Merchant, his factors or assignes, shal truely pay or cause &c. to the sayd owners or their assignes, fraight for euery Tun of the sayd Ship lading, from L. aforesayd, that shall be discharged at A. aforesayd, fiue and fiftie shillings and eight pence, of lawfull money of England, or the iust value thereof in money there currant, the one halfe thereof within fiue dayes next insuing the right discharge of the sayd Ship at A. aforesayd, and the other halfe thereof within one moneth next insuing the expiration of the sayd fiue dayes, together with petylodeminage, primage, and ouerage, wont and accustomed. And moreouer that hee the sayd Merchant, his factors or assignes, shall and will for euery day that the said Ship shall tarrie as aboue at L aforesayd (ouer and aboue the said fortie fiue dayes) there truely pay or cause to be payd &c. to the sayd Master or his assignes, fiue Duckets of money there currant without fraud or guile. And the sayd owners and masters doe couenant, grant, and warrant by these presents, that the sayd Ship shall be able to receiue into her vnder hatches at L. aforesayd, ouer and besides her victuall, tackle, and apparrell, the sayd quantity of Crl. Tunnes. And that the sayd Ship is and shall be strong, and staunch, and well and sufficiently victualled, tackled, apparrelled, and furnished, with masts, sailes, saileyards, anchors, cables, ropes, cords, guns, gunpowder, shot, artillerie, tackle, apparrell, boate and furniture meete and decent for such a Ship, and for such a voyage, together with an able Master, six and twenty able men and a boy: which men and boy shal be ready at all times conuenient during the said voiage, with the cocke or boat of the sayd Ship to serue the sayd Merchant, his factors and assignes to and from land. And to all and singular couenants, grants, and articles aboue exprest, which on the behalfe of the sayd owners and masters, and euery of them, are well and truely to be kept and performed in all things as aboue, the sayd owners and masters binde themselues, their executors and administrators, and euery of them, and specially the Ship aforesayd, with the fraight, tackle, and apparrell of the same, to the sayd Merchant and his executors and administrators, in the penalty and summe of foure hundred pounds of lawfull money &c. truely to be payd by these presents. And in like manner to all and singular couenants, grants, articles and agreements aboue expressed which on the behalfe of the sayd Merchant, his factors

ctors and aſſignes, and euery of them are truely &c. the ſayd Merchant bindeth himſelfe, his executors, adminiſtrators and goods, and euery of them vnto the ſayd owners, and their executors and adminiſtrators, in the like penalty and ſumme of foure hundred pound of &c. truely to be payd by theſe preſents. In witneſſe whereof the parties aforeſayd to theſe Charter parties indented, interchangeably haue ſet their ſeales. Dated 3. die Iulii, Anno xxiiii. dom. noſtræ reginæ Elizabethæ.

A ſale of a quarter or a fourth part of a ſhip.

TO all Chriſtian people to whom this preſent writing ſhall come, H. B. of London Eſq. owner at this preſent of one quarter or fourth part of the good Ship or Barke called the Minikin of London, and of one quarter or fourth part of all her maſts, ſailes, ſaile-yards anchors, cables, ropes, cords, gunnes, gunpowder, ſhot, artillery, tackle, apparrell, munition, boat ſcitte, and furniture whatſoeuer to the ſayd Ship belonging or appertaining, ſendeth greeting in our Lord God euerlaſting. Know ye that I the ſayd H. B. for and in conſideration of the ſumme of thirty pound &c. whereof &c. Haue giuen granted, bargained and ſold, and by theſe preſents, doe giue, grant, bargaine, and ſell vnto the ſayd T. P. the ſayd one quarter or fourth part, as well of the ſayd Ship or Barke called the Minikin, as of all the maſts, ſailes, ſaile-yards &c. and furniture whatſoeuer, to the ſayd Ship belonging, or in any wiſe appertaining. To haue and to hold the ſayd one quarter or fourth part as well of the ſayd Ship, as of all and ſingular other the premiſſes before by theſe preſents mentioned or intended to bee bargained and ſold vnto the ſayd T. P. his executors and aſſignes, as his and their owne proper goods, to his and their owne proper vſe for euer. And I the ſayd H. B. for me &c. doe couenant &c. That I the ſayd H. B. the day of the date hereof, am the very true lawfull and perfect owner of the ſayd one quarter or fourth part of the ſayd Ship, and of all and ſingular other the premiſſes by theſe preſents mentioned to bee bargained and ſold and of euery part and parcell thereof. And that the ſayd one quarter or fourth part of the ſayd Ship, and all other the premiſſes by theſe preſents mentioned to be bargained & ſold, & euery part and parcell thereof, the day of the date hereof, & at the inſealing and deliuery of theſe preſents, now are and be and ſo from henceforth ſhall continue, remaine, and be vnto the ſayd T. P. his executors and aſſignes, clære and clærely acquited, exonerated, and diſcharged, or ſufficiently ſaued and kept harmeleſſe by me the ſayd H. mine executors and aſſignes, as well of and from all and ſingular former bargaines, ſales, gifts, grants, troubles, and incumbrances whatſoeuer, had, made, committed, cauſed, procured or done by me the ſayd H. or by any other perſon or perſons, by my meanes, knowledge, ſuffe- Sect. 657.

rance,

rance, consent or procurement: As also of, for, and from all and singular debts and summes of money which the sayd Shippe or the sayd quarter or fourth part thereof, and other the premisses by these presents bargained and sold, is of right indebted or in any wise chargeable to any person or persons whatsoeuer. And I the sayd H. mine executors and administrators, and euery of them, the said one quarter or fourth part of the said Ship, and all and singular other the premisses before by these presents mentioned to be bargained and sold vnto the sayd T. B. his executors or assignes, against all men that shall or may pretend or claime any lawfull right, title or interest, of, in, or to the sayd quarter, or fourth part, as well of the said Ship, as other the sayd premisses, aboue by these presents mentioned to be bargained and sold, or of, in, or to any part or parcell thereof, within one whole yeare and a day next insuing the date of these presents, shall and will warrant, discharge, and defend by these presents (perill of seas, fire, and enemies only excepted.) In witnesse &c.

A sale of a Ship in a short forme.

Sect. 658. TO all Christian people to whom this present writing shall come, James A. Citizen and I. of London, owner of the good Ship called the Bonauenture of H. of the burden of 200. Tuns, or thereabouts, now riding at an anchor in the riuer of Thames within the Port of L. and of all and singular masts, sailes, saileyards, anchors, cables, ropes, cords, gunnes, gunpowder, shot, artillery, tackle, apparrell, munition, boat skiffe, and furniture whatsoeuer to the sayd Ship belonging or appertaining, sendeth greeting in our Lord God euerlasting. Know yee, that I the sayd I. A. for, and in consideration of the summe of &c. of lawfull money of England, to mee in hand before the insealing and deliuery hereof truely payed by W. R. of London merchant (of which summe I. the said I. A. doe acknowledge the receit by these presents,) Haue bargained and sold, and by these presents doe bargaine and sell vnto the said W. R. the said Ship called the B. of H. and all and singular the sayd masts, sailes, saileyards &c. to the sayd Ship belonging or appertaining, or to or with the sayd Ship now vsed or occupied. To haue and to hold the sayd Ship called the B. &c. and all and singular the sayd masts, sailes, saileyards, anchors, cables, ropes, and all and singular other the premisses hereby mentioned to bee bargained and sold to the sayd W. R. his executors, administrators, and assignes, to and for the onely and proper vse and behoofe of the sayd W. R. and of his executors, administrators, and assignes for euer. And I the sayd I. A. mine executors, and administrators, the sayd Ship and other the premisses hereby mentioned to be bargained & sold to the sayd W. R. his executors and administrators, against all men shall warrant and defend by these presents, for one

one whole yeare and a day next inſuing the date hereof, according to the law of Oleron (perill of ſea, fire, and enemies onely except.) In witneſſe &c.

A Bill of Lading.

Ieſus in London the 16. of Iune, 1598.

LAden by the grace of God in good ſafety within the Port of London by H.A. and R. I. of London aforeſayd Merchants, vpon the good Ship called the P. of London aforeſayd (whereof is Maſter vnder God L. M.) ten packets of Flaxe, euery packet containing fortie eight bundels, marked with the marke in the margent hereof, and eighteen laſts of Pitch, being not marked, to bee conueyed in the ſayd Ship to the Port of C. in Britaine, and there to be conſigned, well conditioned vnto A. B. Factor of the ſayd H. A. and R. I. In witneſſe of the trueth whereof, the Purſer of the ſayd Ship hath firmed two Bills of one tenor, one being accompliſhed, the other to reſt voyd. Sect. 659.

A Bill of Exchange.

Laus Deo, in London 26. Iunii, 1598.

AT double vſaunce, I pray you pay by this my firſt Bill of Exchange, my ſecond and third not being payed to R. P. Merchant, or the bringer hereof, the ſumme of one hundred pounds Flemiſh money, currant in H. for merchandizes, and is for the very value there of here by mee receiued of the ſayd R. P. At the day I pray you make him good payment. And thus God keepe you. Sect. 660.

Per me A.B.

Nota, Bills of exchange are commonly directed, and to be anſwered in foure maners, viz.

1 At ſight, which is vpon ſhew of the Bill.

2 At halfe vſance, which is at the end of halfe a moneth after the date of the Bill.

3 At vſance, which is at the end of a moneth after the date of the Bill.

4 At double vſance, which is at the end of two moneths after the date of the Bill.

A

A Bill of Credite.

Sect. 661. THis present writing witnesseth, That I T. S. of London Alderman doe vndertake to and with R. C. of the Citie of Bristow Merchant his executors and administrators, that if he deliuer vnto A. B. or vnto any of his assignes to his vse, any sum ne or summes of money amounting to the summe of fiue hundred pound of lawfull money of England or vnder, and shall take a bill vnder the hand and seale of the sayd A. B. confessing and shewing the certaintie thereof, That then I, mine executors or administrators hauing the same Bill to vs or any of vs deliuered, shall immediately vpon the receit of the same Bill pay or cause to be payed to the sayd R. C. his executors or assignes, all such summes of money as shall be contained in the sayd Bill. To the which payment truely to be made, I binde me, mine heires, executors, and administrators by these premisses. In witnesse &c.

A protest for not accepting of a Bill of Exchange.

Sect. 662. IN Dei nomine Amen. Vniuersis & singulis præsens protestationis instrumentum visuris, lecturis, seu audituris pateat euident', & sit notum, qd anno domini millesimo quingentesimo nonagesimo octauo, &c. anno regni dominæ nostr' Elizabethæ, dei gratia Angl', Franciæ, & Hiberniæ Reginæ fidei defensatricis &c. quadragesimo, mensis vero Septemb. die duodesimo. In mei notarii publici infra nominati, testiumque infrascriptorum præsentia, personaliter constitutus, prouidus & discretus vir dominus R.H. de Londin' Mercat', habens in manus quasdam literas originales Cambii, sequentis tenoris, viz. Laus deo in H. the xii, of August 1598. At vsance it may please you to pay by this my first Bill of Exchange, my second and third not being payed, vnto R. Y. of London Merchant or to his assignes, the summe of lxiii.li. sterling, and is for so much receiued here for R.S. after xx.s. ix.d. per pound, of the which aforesayd summe of lxiii.li. at the day it may please you to make good payment, and to charge it to your account, And so God keepe you. Subscriptio erat, per me Edwardum Barney: Superscriptio vero, To the worshipfull I. W. Merchant in London. Primo, Requisiuit me dictum Notarium vt secum & dictis testibus me contulerim ad ædes dicti I W. sitas in platea nuncupat' C. Londin', vt easdem cambii literas eidem præsentaret acceptandas, Quibus quid' literis sic præsentatis, idem I. W. responsum dedit & dixit se eas' acceptare nolle, Qua quidem responsion' sic data & per dict' R.H. firmiter audita & intellect' protestatus est, & scire præsentium protestatur; tam contra prædict' E.B. subscribendum, quam contra quoscunque alios ad quos quomodocunq; pertinere vt debetur de cãbiis,

biis,recambiis, omnibuſq; aliis damnis, expenſis, amiſsis, & intereſſe, quæ prænominatus R. H paſſus eſt,patitur,aut poſthac adhuc, forte pati cogitur, ob defect' acceptationis literar' cambii prædict'. Acta fuer' hæc Lond. omnia & ſingula prout ſupra ſcribunt',recitant' & p̄ſentibus tunc ibim' A. B. & C.D. Mercatoribus Londinenſibus, Teſtibus ad præmiſſa vocatis ſpecialiter,atque rogatis.

Et ego A.B. Ciuis Ciuitatis Londini publicus dictæ Regin' Maieſtatis notarius admiſſus atq; iuratus, quia vna cum prænominat' Teſtibus præmiſsis interfui, igitur hic me ſubſcripſi ſignumque meum ſolitum & conſuetum appoſui, rogatus in fidem præmiſſorum.

An aſſurance or policie vpon goods laden in a Ship to be tranſported from one Port to another.

IN the name of God, Amen. The twentieth day of December, in the yeare of our Lord God one thouſand &c. and in the fortieth yeare of the raigne of our Soueraigne Ladie Elizabeth &c. Be it knowne vnto all men by theſe preſents, That William B. of London Merchant, as well in his owne name as in the name of all and euery other perſon and perſons, of what nation,condition or qualitie ſoeuer he or they be, to whom it doth, may or ſhall appertaine in part or in all, doth make aſſurance, and cauſeth him and them and euery of them to be aſſured from the Port of S. to the Port of London vpon ſugars or any other kind of Merchandiſes whatſoeuer, laden or to be laden by him or them, or for him or them, or in his or their, or any of their names, or in the name of any other perſon or perſons in the good Ship called the P. of Y. whereof is Maſter I B. or whoſoeuer ſhall goe for Maſter in the ſayd Ship, and by whatſoeuer other name or names the ſayd ſhip, or Maſter is, or ſhall be named or called: Beginning the aduenture from the day and houre that the ſame goods were or ſhall be laden aboord the ſaid ſhip at S. aforeſayd, and to continue and endure vntill ſuch time as the ſame Ship ſhall be arriued to the ſayd Port of L. and the goods there layd on land in good ſafety. Touching the aduenture and perill which the aſſurers hereunder named are contented to beare and take vpon them in this preſent voyage, is of Warre, Fire, Enemies, Rouers, Jettefon, letters of Mart, Detainment, Arreſt, and reſtraint of Princes, or of any other perſon or perſons, Barratry of the Maſter and Mariners,and of all other perils and fortunes whatſoeuer they bee, or howſoeuer it ſhall chance, to the hurt of the ſayd goods or any part thereof. It is to be vnderſtood, that this preſent writing ſhall bee of as

Sect. 663.

much

much force and effect, as any other writing of assurance which is vsed to be made at the Royall Exchange in London, or at the Burse in A. And so the sayd Assurers are contented, and doe bind and submit themselues, their executors, administrators, and goods. And for witnesse of the truth, the sayd Assurers hereunder shall subscribe with their owne proper hands. God send the good Ship in safety.

I James H. doe agrée to this assurance, for the summe of one hundred pounds, the xx. day of December, Anno Domini &c. God saue the good Ship. ——— ——— ——— ——— } C. li.

I W. N. doe agrée &c. vt antea.

An assurance or policie vpon the life of a man for a certaine time.

Sect. 664. IN the name of God, Amen. Be it knowne vnto all men by these presents, That R. W. of London, D. doth make Assurance and causeth himselfe to be assured vpon the naturall life of T. B. for and during the space of fiue Moneths, next insuing the vnderwriting hereof by the persons hereafter subscribed, fully to be compleate & ended, Which said T. B. is now in health and well, and meaneth not to trauell out of England: The which assurance we the persons hereunder named, for, and in consideration of certaine currant money of England, by vs receiued at the subscribing hereof of the sayd R. W. after the rate of fiue per cent', whereof wee acknowledge our selues, and euery of vs by these presents truely satisfied and payd, doe take vpon vs to beare. And wee doe assure by these presents, that the sayd T. B. by what addition soeuer he is or shal be named or called, shall by Gods grace continue in this his naturall life, for, and during the space of fiue moneths, as aforesayd: Or in default thereof, euery of vs the assurers to satisfie, content, and pay, or cause &c. vnto the sayd R. W. his executors or assignes, all such summe and summes of money as wee the assurers shall hereafter seuerally subscribe: Promising and binding our selues each one for his owne part, our heires, executors, and administrators by these presents, That if it happen the sayd T. B. to dye or decease out of this present world, by any wayes or meanes whatsoeuer, before the full end of the sayd fiue moneths be fully expired, That then wee, our heires, executors, or administrators, within two moneths next after true intimation thereof be to vs, our heires, executors, or administrators, lawfully giuen, shall well and truely content and pay, or cause &c. vnto the sayd R. W. his executors, administrators, or assignes, all such summe and summes of money, as we the assurers shall hereafter seuerally subscribe, without any further

ther delay. It is to be vnderstood, that this present writing and assurance being made and registred, according to the Queens Maiesties order and appointment, shall be of as much force and effect, as the best and most sure policie or writing of assurance which hath beene euer heretofore vsed to be in Lombard streete, or now within the Royal exchange in London. And so we the assurers are contented, and doe promise and binde our selues, and euery of vs, our heires, executors, and goods by these presents, to the assured, his executors, administrators, and assignes, for the true performance of the premisses, according to the vse and custome of the sayd streete, or Royall exchange: Submitting our selues to the order, determination, and iudgement of such Merchants as now be, or hereafter shall be sworne and authorised by the Lord Maior of the Citie of London for the time being, for the deciding and ending of causes of Assurances. And in testimony of the truth, wee the assurers haue hereunto seuerally subscribed our names and summes of money assured. Giuen in the office of assurance within the Royall exchange in London the 14 day of May 1596.

I Ioh. B. am content with this assurance (which God preserue) for the summe of fiftie poundes, the 14. of May 1596. } L. li.

I Tho. L. am content &c. vt supra.

An obligation in French, for payment of a certaine summe of Money.

AV Nom de dieu Amen, Sachent touts presentz & auenir, que ce Iour huy dernier du moyes de Feburier, l' an de nostre Seignieur Iesus Christ Mil cinq cens quatre vingtz & sept, stile d' Angleterre, & de Reigne de nostre Sereniſsime Dame Elizabeth par la grace de Dieu Roigne d' Angleterre &c. l' an Trentieſme. Par deuant moy A.B. Notaire & Tabellion publiq demeurant a Londers, per l' authoritate de la Maiesty de ladicte Roygne admys & iure, & en la presence des tesmoignz cy deſſoubz nomez comparant perſonallement, P.B. Merchant de Bourdeaulx. Le quel comparant de ſon bon gree, franche, & libre volonte, ſans aulcune conſtrainte a recognu & confeſſe deuoir bien & ioyaulment a honeſte homme G.B. Maiſtre de Naure de Bourdeaulx de preſent demeurant a Redderif en la Countee de Surrey, en ce royaulme d' Angleterre a ce preſent, & acceptant Sect. 665.

la ſomme de treize lieures ſix ſoulz & huict deniers ſterlings, montant a Raiſon de troys eſcuz d' or ſol. & vn tiers pour lieure, a la ſomme de quarante quatre eſcuz d' or ſol. & vingt ſept ſoulz Tournoys, & ce pour ſemblable ſomme que ledict Comparant confeſſe que ledict G.B. auoyt paye pour luy a G.H. Maiſtre de Nauire Angloys demeurant a Lee en la County d' Eſſex en ce dict' royaulme. La quella ſuſdicte ſomme de quarante quarte eſcuz d' or ſol. & vingt ſept ſoulz Tournoys, ledict' Comparant a promis & promet par ces preſentes payer, ou faire payer bien & fidelement audict G. B. ou a ſon ayant cauſe, deuant le quatrieſme iour de Decembre prochainement venant apres la date de ces preſentes ſans vlterieur delay, a paine de payer oultre, & par deſſus ladicte ſomme principalle, touts, deſpens, domages, & intereſtz: Obligeant a ce ledict Comparant ſa perſon, & touts & cheſcuns ſes biẽs meubles & immeubles, preſentz & a venir, a eſtre prins & vendus per Iuſtice, come ſi par ſentence de Iudge competent il fuſt a ce condempne, & ladicte ſentence fuſt par luy approuué & ratificeé. Et ledict Comparant a renonce, & renonce par ceſtes a touts loix, droits, cuſtumes, beneſices, priuiledges, & exceptions, qui luy pourroyent ſeruier contre l' effect de ces preſentes, & ſpeciallement au droit diſant generalle renunciation des loix non valoir, ſi l' eſpecialle ne precede. Le tout a la bonne foys ſans fraude ou colluſion. Ce fuit ainſy fact & paſſe en ceſte Cite de Londres, es preſences de A.C & C.D, Merchantz, Teſmoignz a ce appellez & requis.

In teſtimonium præmiſſorum, ego Notarius publicus ſupranominatus præſens inſtrumentum ſigno meo manuali ſolito ſignaui, requiſitus.

An Obligation by one in the name of another, by vertue of a Procuration, where the Conſtitutor is charged for the debt.

Sect. 666. IN Dei nomine Amen. Anno Domini noſtri Ieſu Chriſti, Milleſimo quingenteſimo octageſimo nono, die vero ſecundo menſis Septembr' ſtilo nouo, qui eſt vigeſimus tertius menſis Aug. ſtilo Angl', comparuit coram

coram me R.B. Notario & Tabellione publico, per conſilium priuatum, necnon Prouincial' Ducatus B. admiſſo et approbato, et teſtibus infraſcriptis G.G. de &c. vti Procurator ad infraſcripta plene, et ſufficient' cõſtitutis magnifici D. Ro. M. Senatoris, Aldermanni et Ciuis Ciuit' L. vti apparet per mandatum procuratorium ibidem originaliter exhibit' deſcript' in membrana ſignat' et ſigillat' vti apparet, per dictum R.M. & rogatum, manu T.P. Notarii publici Londini, ſub die xvi. menſis Iunii vltime præteriti, de ann' præſenti Milleſimo quingenteſimo octuageſimo nono, ſtilo Angl', et in ea qualitate ſponte et deliberate confeſſus eſt, et cõfitetur per has præſentes, bene, fideliter, & titulo veri, iuſti, & legit' debit, debere magnifico D. Bartholomeo B. Patricio Ianuenſi ibid' præſent' & acceptanti ſummam &c. legalis monet' Ang', pro valore eiuſdem ſummæ pro parte dicti Magiſtri D.R. ab cod' Creditore plene & integralit' habito & conſecuto, ad ipſius D. comparentis nomine, & qualitate qua ſupra, plenarium ſatisfactionem: Renuncians ad hunc effectum exceptioni, non numeratæ pecuniæ & quibuſcunq; appendicibus eiuſd', Quam quidem ſummam &c. legalis monetæ Angliæ dictus G.G. procuratorio nomine quo ſupra, bene & fideliter ſoluere & ſatisfacere promiſit & promittit per has præſentes, præd' Magiſtro D.B. B. vel actionem ſeu mandatum ſuum habenti in dicta Ciuitate Londinenſi, viz. medietatem præd' ſummæ &c, quæ aſcendit ad &c. dictæ monetæ Angliæ, die primo menſis Ianuari proximo futuro poſt datum præſentium. Reliquam vero medietatem quæ ad ſimilem ſummam &c. dictæ monet' Angl', die primo &c. ſine aliqua contradictione aut mora: Aut alias (vltra præd' ſummam) dictus D.R.M. præfato Creditori ſoluere & ſatisfacere tenebitur, omnia dampna, expenſa, & intereſſe, ob defectum dicti ſolutionis, & cuiuſlibet partis eiuſdem habita & paſſa, et ſeu habenda vel patienda. Et pro præmiſſorum plenaria obſeruatione dictus G. G. obligauit, & obligat per præſentes præfat' D.R.M. ſuum principalem ſuoſque hæredes, executores commiſſos, atq; omnia & ſingula ſua bona mobilia, & immobilia, præſentia & futura, tam vltra quam citra mare vbicunq; exiſtentia. Renuncians omnibus & ſingulis exceptionibus, legibus & fauoribus incontrarium. Petens & conſentiens a me Notario ſupra præmiſſa fieri inſtrumento & acta publica in omni meliori forma. Actum in ædibus mei Notarii in platea vocata &c. ſitis, præſentibus ibidem, A.B. & C.D. teſtibus ad præmiſſa vocatis & rogatis. Et dictus Comparens ſubſignauit ſchædam procuratorio nomine vt ſupra. G.G.

Ego Notarius & Tabellio publicus ſupra, & infraſcriptus, per copia exactis meis fideliter tranſſumpta & concordare reperta, hic me ſubſcripſi.

R. de B. Notarius publicus.

A Ceſsion or tranſport of a reſt of an Accompt due for Merchandizes.

Sect. 667. AV Nom de Dieu Amen, L'an de la Natiuitie de noſtre Seigneur Dieu ſelon le cours & computation du pays d'Angleterre
1 Mil cinq cent quatre vingtz & quatorze, & l'an du Regne de noſtre Sereniſsime Royne Elizabet a preſent regnant xxxvii. le dixieſme iour du moys de Feburier, Pardeuant moy A,B. Notaire & Tabellion publiq, par l'authorite de la dite ſereniſsime Royne admys & iurè, & en la preſence de teſmoignz deoſſubz nomez comparut en propre perſonne, Pierre L. Marchant demeurant en Londres, lequel pour aſſeuer a F.V. Marchant demeurant en Middlebourgh, de toutes debtes & ſommes des deniers par ledict Comparant audict F.V. deuez tant pour argent content & ioyaulx que autres marchandizes; Renonceant en ce a toutes excepcions quelzconques, en la meilleure forme & maniere que de droit, couſtome, ou aultrement luy ſoit aucunement permis, librement & franchement, pour luy & ſes heires & executeurs, a cede & tranſporte, Cede & tranſporte par ceſtes librement & franchement, audict F.V. (acceptant & recepuant) tout le droit, tiltre, & action que le dit Comparant a, ou aulcunement a luy appartient, ou appurtenir pourra intenteé, contre Pierre Van G. Marchant demeurant en Amſterdam, a cauſe due reſte du compte procedant de Soixante drapz appellez **Deuonshyre Kerſies**, Cent pieces de drapz appellez Nordres douzantes, Trent & deux pieces de drapz appelles Nordre, Cariſees a larges lyſtes. Vingt pieces de
n Cariſees appelles **Kettell whites**, & treize pieces de drapz de Nord appelles **Norden cloth**, montantz a la ſomme de onze cent quarte vingtz & onze liures & diz ſolz, de monoye de Flaunders, ſelon l'accompt & ſcedule eſcript & ſoubſcript de la mayn propre dudit Comparant, et a ces preſentz attache: Leſquelles Cariſees et drapz deſſus nommes, le dit Pierre Van G. a receu, come de biens propres dudit Comparant our luy en faire compe et ment come eſt iuſte. Conſtituant ledit Comparant le dit Francoys venant leſeul, veray, et legittime Maiſtre, droiturier, poſſeſſeur, et proprietarie de la dicte action, droit et tiltre qu'il a, ou aucunement peult, ou parroyt auoyr contra le dit Pierre Van G. tant a cauſa diſditz Cariſee et drapz

et

et compte auant dit, come des despens, domaiges, et interestz, qu'en seront adiudgz ou recouurez ; Le tout pour in faire vser et disponer come des propres byens dudict F.V. a luy apertenants, et a iuste tiltre acquis, et ce autant largement come le dict Comparant faire pounoyt deuant la data de ce present transport, a la charge que le dict F. V. ayt a rendre compte, et reliqua audict Comparant de surplus que procedera dudict G. a cause que dessus. Et le dit Comparant renounce par cestes touts exceptions, priuiledges, et benefices, des droits que luy pourroyent seruir ou valoir contee l'effect de cestes : Requerant et consentant ledit Comparant de ce que dessus par moy notayre susdict estre expedie Instrument, vn ou plusieurs en forme publique. Ainsi faict et passe a la maison de moy Notayre susdict en Londres, en la presence de Hubert F. et A.B. tesmoings ad ce prizez et requis, l'an et iour que dessus. Et le dict Comparant en plus ample tesmoignage de tout ce que dessus a ces presens, a mys son seau & signe.

Et quia ego A. B. clericus ciuis ciuitatis Londini publicus, sacra Regia authoritate Notarius atq; Tabellio admissus atque iuratus, præmissis omnibus & singulis dum sic vt præmittitur, vna cum dictis testibus interfui, eaque sic fieri, vidi, sciui, & audiui : Igitur hoc Instrumentum confeci, signoque & nomine meis signaui rogatus, in fidem præmissorum.

A procuration by a Merchant to a Factor, to buy certaine kindes of Merchandize.

Sect.668. IN Dei nomine Amen. Per hoc præsens publicũ Instrumentum cunctis appareat, & sit notũ, Quod anno dom' (iuxta cursum & computac' Ecclesiæ Anglicanæ, Millesimo quingentesimo nonagesimo quinto, annoq; regni serenissimæ in Xpo Principis & dom' nræ Elizab. Dei gratia Angl', Franc', & Hibern' regin' fidei defensatricis &c. 37. mensis vero Martii die 27. Coram me A.B. sacra Regia authoritate Notario atq; Tabellione publico admisso atq; iurato, testibusq; subscriptis, personaliter constitutus comparuit, probus & honestus Mercat' Ioh. D. Ciuis & Mercer' Londini, qui sponte, & sua certa scientia, omnibus quibus de Iure melioribus & efficatioribus potuit, & potest, viis & modis, fecit, cõstituit, creauit, nominauit, solenniter ordinauit, ac præsentis publici Instrument' tenore facit, constituit, creat, nominat, & ordinat, prouidũ & discret' iuuenem Anthoniũ F. de G. in dioces Colonien si in Germania licet absentem tanquam præsent', eius verũ, cert', legit', & indubitat' procurator', actor', factorem, & negotior' suor' infrascriptor' gestorem ac Nunciũ special' & general': Ita tamen quod generalitas specialitati non deroget, nec è contra, viz. specialiter & expresse ad ipsius constituent' vice & nomine, & pro eo emend', & titulo emptionis acquirend' Francofurti, ad mœnũ in nundinis quæ bis in anno ibm celebrantur, omnia Serica & mercimonia alia q̃cunq; prout dicto Procuratori videbitur & placebit, ab illo vel illis, & pro eo pretio vel pretiis, & sub illis formis & modis, & cum illis cautelis, prout & sicut dicto Procurator' pro maximo commod' dicti constituentis videbitur & placebit, pretiumq; conuent', seu pretia conuenta pro dictis mercibus soluend' & numerandũ seu ad quemcunq;, seu quoscunq; terminos promittend'. Ac insuper ad vendend', alienand' & cambiand' omnia bona & merces, tam presentia quam futura dicti Constituentis in Germaniam transmissa, seu transmittend', cui, & quibus, & pro illo pretio, & pretiis, prout & sicut dicto Procuratori videbitur & placebit. Necnon ad petendum, exigend', & recipiend' omnia & singula, & quæcunq; bona, iura, & res dicto Constituenti, à quibuscunq; personis in partibus Germaniæ degentibus debita, siue spectantia, aut imposterium ex causa quacunq; debenda, soluenda, seu satisdanda: Et generaliter ad omnia & singula alia faciendum & exercendum quæ ipsemet constituens facere posset si præsens personaliter interesset, etiã si talia forent quæ mandatum exigerent magis speciale vel præsentiã eius personalem: Promittens insuper & conueniens dictus constituens mihi notario infrascripto, vt publicè personæ recipienti, & stipulanti

stipulanti, pro omnibus & singulis quorũ interest, interierit, aut interesse poterit quomodolibet in futur', se ratum, grat' atque firmum perpetuo habiturum, totum & quicquid præd' eius procuratorem in præmissis, actum, fact', gestum, procuratumue fuerit; Releuansq; & releuare volens idem constituens dict' suum procuratorem ab omni onere satisdand' & damni in hac parte. Promisit insuper mihi notario anted', & infrasc', vt præfert' recipienti & stipulanti, se dict' constituent' tempor' & temporibus congruis & debitis fidelit' cuicunq; & quibuscunq; creditor' et creditoribus personalit', omnia debit' & pecuniar' sum' pro dict' mercibus, pro et in nomine dict' constituent' ement' soluenda siue debend', sub hypotheca & obligatione sui suorumq; hær' & execut', & bonor' omnium et singulor' præsentiũ et futuror', ac sub omni iuris & facti renunciatione ad hæc necessaria pariter & cautela, actum Londin' in ædibus mei dicti notarii in vico vocato L. sitis, præsentibus tunc ibm' A.B. & C.D. testibus, ad præmissa vocatis, atq; rogatis, ann' die & mense supradict is. Et in maiorem fidem præmissorũ dictus constituens præsentibus sigill' suum, et manus suæ subcriptionem apposuit.

Et quia ego A.B. &c.

A couenant by a Factor to returne Merchandizes brought for the constitutor from parts beyond the Seas, and to make a faithfull accompt.

IN Dei nomine Amen. Per hoc præsens publicum instrument' cunctis appareat et sit notum, Quod cum probus et honestus Mercator Ioh. M. ciuis et M. Londini, per litteras suas procuratorias, datas nono die Martii anno Dom' 1594. fecerit et constituer' Anthonium H. de G. in dioces Colonienst in Germania procurator' suum generalem ad negotia sua omnia facienda Francofurti ad Mœnũ in nundinis ibm' bis annuatim celebrandis, vti per easdem literas plenius appareat. Dictus modo Anthonius die mensis & ann' in calce præsentis instrumenti conscript', coram me A.B. notario &c. testibusque infrascriptis comparuit, ac omnibus melior' viis et modis quibus potuit aut potest, promisit mihi notario pub. anted' recipienti et stipulanti pro dicto Iohanne M. se dictum comparentem singulis de hinc nundin' Francofurtensibus, quamdiu actor factoruè negotiorum dict' Ioh. fuerit eidem Ioh. Londin' in Angli' transmissurum, non solum Merces omnes quascunq; vice et nomine dict' Ioh. M. et pro eo emendas, sed etiam verum, iustum, et fidelem computum et calcul' omnium et singulor' negotior' per eundem comparentem pro dicto Iohanne M. attorn' et agendorum absque omni fraude vel do-

Sect. 669.

lo malo quocunque: Et hoc ſub hypotheca & obligatione ſui eiuſdem comparentis, ſuorumq; hæredũ & bonor' omnium & ſingulor' præſentium & futuroũ, ac ſub omni iuris & facti renunciatione ad hæc neceſſaria pariter & cautela. In quorũ fidem & teſtimonium &c.

A procuration to recouer and receiue all Debts owing by a certaine perſon.

Sect. 670. IN Dei nomine Amen. Per hoc præſens publicum inſtrument' cunctis appareat & ſit notum, Quod anno domini 1595. annoq; regni ſereniſſimæ in Chriſto principis dom' noſtr' Eliz. dei gratia Angliæ, Franc', & Hiber' regin' fidei defenſatrieis &c. xxxvii. menſis vero Maii die decimo quinto, coram me A.B. ſacr' regia authoritate Notario atq; Tabellion' pub. admiſſo atq; iurato, teſtibuſque ſubſcriptis perſonaliter conſtituti, comparuerunt probi & honeſti mercatores Ioh.B. ciuis & Piſcenarius Londini, & Arthur' S. ciuis & Grocer' Lond', qui ſponte & ſuis certis ſcientiis, omnibus quibus de iure melioribus, & efficatioribus potuerunt, & poſſunt viis & modis, fecerunt, conſtituerunt, creauerunt, nominauerunt & ſolemniter ordinauerunt, ac præſentis publici inſtrument' tenore faciunt, conſtituunt, creãt, nominant, & ordinant, & eorum vterque facit, conſtituit, creat, nominat, & ordinat, probum & honeſtum mercatorem Gulielmum E. in partibus Hollandiæ reſidentem (licet abſentem tanquam præſentem) eius & eorum verum, certum, legitimum, & indubitatum procuratorem, actorem, factorem, & negotiorum ſuorum infraſcriptor' geſtorem, ac nuncium ſpecialem & generalem. Ita tamen quod generalitas ſpecialitati non deroget, nec è contra, videlicet, ſpecialiter & expreſsè ad ipſorum conſtituentium & eorum vtriuſque nominibus & nomine, & pro eis & eorum vtroq; petend', exigend', leuand', recuperandum, recipiend', & habendum, de Thoma P. mercatore Londinenſe, vel de & in bonis et rebus ſuis cuiuſcunque ſint generis, ſiue qualitatis, et in quorumuis manibus inueniri poterint, quocunq; nomine ſiue additione nominis idem Thomas P. vocatur ſiue appellatur, omnes et ſingulas pecuniar' ſummas et quantitates eiſdem conſtituentibus ſiue eorũ alteri debitas, competentes, et competituras, tam vigore quarumuis ſchedularũ, obligation', computor', et ſcriptor' publicarum, vel priuatar', quam etiam ſine; Et dictum Thom. P. tam & pro corporis, quam bonor' arreſtation' et ſequeſtration', ſciſamenta ad ſolutionem et ſatisfact', faciendum, compellẽdum, & conſtringend', et cum tempus fuerit remittend' et relaxand', ac remitti et relaxari mandand'; Et de receptis, recuperatis, & habitis quietand', liberandum, et abſoluend', cum pacto ſolenni et expreſſorem ſemel habitã vlterius imperpetuũ non petendum; Et ſi neceſſe

neceſſe fuerit pro præmiſsis, omnibus & ſingulis coram quibuſcunque Dominis, Iudicibus, Maioribus, Burgi Magiſtris, Scabinis, Conſularibus, et aliis Iuſticiariis ſiue Commiſſariis, tam ordinariis quam extraordinariis, ac cæteris iuſtitiæ miniſtris, tam eccleſiaſticis quam ſecularibus, quacunque authoritate fungentibus et functuris comparendum, agend', et experiend': Dictoſque conſtituentes et eorum iura in omnibus et per omnia defendend': Quaſcunque prouiſiones & iuris auxilia, arreſt', ſequeſtr', detentiones perſonarum & bonorum, et quæuis alia impetrand' et obtinendum: libellos, poſitiones et capitula dandum, datiſquè reſpondend': domicilium eligend': Litem et lites conteſtand': De calumnia vitanda et quoduis alterius generis licitum iuramẽt' in animam ipſorum conſtituentium ſiue eorum alterius præſtandum, & ex aduerſo præſtari videndum: Sententias & acta quælibet fieri faciend' & exequend': Expenſa, damna, & intereſſe petend', & taxari faciendum, proteſtandum, ſententiand', appelland', & appellationes proſequend': Deniquè cum eo concordand', concludendum, & paciſcend': Et inſuper omnia alia acta Iudicialia, et extra Iudicialia faciendum, quæ merita cauſarum iuris ordo, & facti qualitas exigunt & requirunt: vnum quoque vel plures Procuratorem vel Procuratores loco eius cum ſimili aut limitata poteſtate ſubſtituendum: Eumquè vel eos reuocandum, prout ipſo Procuratori melius videbitur & placebit: Et generaliter ad omnia & ſingula alia faciendum, quæ ipſimet conſtituentes, ſeu eorum alter facere poſſent ſeu poſſet, ſi præſentes ſiue præſens perſonaliter intereſſent, ſiue intereſſet, etiam ſi talia forent quæ mandatum exigerent magis ſpeciale, vel præſentiam eius perſonalem: Promittent' dicti conſtituentes & eorum vterque promittens mihi dicto Notario, vt publicæ perſonæ ſtipulanti & recipienti, ſe & eor' vtrumq; ratum, gratum validum atque firmum perpetuo habituros & habitur', quicquid per dict' procuratorem in præmiſſis, actum, geſt', procuramentumuè fuit, ſub hypotheca & obligation' omnium & ſingulorum bonorum ſuor' mobilium & immobilium, præſentium & futuror', ac ſub omni iur' & facti renunciatione ad hæc neceſſaria, pariter & cautela: Actum Londini in ædibus mei dict' Notarii in &c. ſitis præſentibus tunc ibid' A.B. et C.D. teſtibus ad præmiſſa vocatis atque rogatis, ann', die, & menſe ſupradict'. Et in maior' fidem præmiſſor', dict' Conſtituentes præſentibus ſigill' ſua, & manuũ ſuar' ſubſcriptiones appoſuerunt.

Et quia &c.

A

A Procuration for recouerie of a debt vpon an Obligation, in the parts beyond the Seas.

Sect. 672. IN Dei nomine Amen. Per hoc præsens publicũ instrument' cunctis appareat & sit notum, Qd ann' dom. 1596. annoq; regni serenissimæ in Christo principis & dom. nostr' Eliz. Dei gratia Angl', Franc', et Hibern' regin' fidei defens. &c. 39. mensis vero Feb. die 26. coram me A. B. sacr' regia authoritate notario atq; tabellion' pub. admisso atq; iurato, testibusque subscriptis personalit' constitutus, comparuit probus & discret' vir Hugo M. ciuis & Aurifaber Londin', habens in manu quand' obligation' conditional' in pergameno script', integr', sanã, incãcellat', omniq; fraud' suspitione carentem, ac sigillatam (& manibus Arthuri S. nuper ciuis & Grocer' Lond', & Ioh. S. nuper ciuis & Textoris Lond' subscript', subsequent' Tenoris) viz.

NOuerint vniuersi per præsent' nos Arthur' S. ciuem & Grocer' London', & I.S. ciuem & Weauer Lond', tener' & firmit' obligar' Hugoni M. ciui & Aurifabro Lond', in 30. l'. bonæ & legal' monet' Angl', soluend' eid' Hugoni M. aut suo certo atturn', execut', vel administr' suis. Ad quam quid' solution' benè & fidelit' faciend', obligamus nos & vtrumq; nostr', per se pro toto et insolid', hæred'. execut', et administr' nostr' firmit' per præsent'. Sigill' nostr' sigillat', dat' 20. die Nouemb. ann' regni dom' nostr' Eliz. Dei gratia Angl' Franc', & Hibern' Regin' fidei defens. &c. Tricesimo octauo.

The Condition of this Obligation is such, that if the within bounden Arthur S. and Iohn S. or either of them, or the executors, administrators, or assignes of them, or any of them, doe well and truely content and pay, or cause to be payd vnto the within named Hugh M. his executors or assignes, the summe of one hundred and thirty pounds of lawfull money of England, in, or vpon the twentieth day of November, which shall be in the yeare of our Lord God 1596. at the now dwelling house of the said H. M. scituate and being in London: That then this Obligation to bee voyd and of none effect: Or else to stand & remaine in full strength and vertue. Subscriptio autẽ erat. By me A. S. Et præter hæc subscriptum fuit. Sigillauit & deliberauit in præsentia A.B. C.D. &c. Qui quidem Hugo M. sponte et sua certa scientia, omnibus quibus de iure melioribus et efficatioribus potuit et possit viis et modis, fecit, constituit, creauit, nominauit, et solenniter ordin', ac præsentis pub. instrument' tenor' facit, constituit, creat, nominat, et ordinat, probum et honestum Mercator' Nicholaum de Wilt' in partibus Holland' resident', licet absentem tanquam

præ-

præſent' eius verum, certum, legitimum, et indubitatum Procurat', Auctor', Fact', & negotior' ſuorum infraſcriptor' geſtorem ac Nuncium ſpecial', et general', Ita tamen qd general' ſpecial' non deroget, nec è contra, videlicet, ſpecialiter, et expreſsè ad ipſius conſtituentis nomin', & pro eo petend', exigend', leuand', recuperand', recipiend', et habend', de præfat' Arthuro S. & Ioh. S. et eorum vtroque, vel de bonis et rebus eorum, et eorum vtriuſque cuiuſcunque ſint generis ſiue qualitatis, et in quorumuis manibus inueniri poterint (quibuſcunque nominibus ſiue additionibus, ſeu quocunque nomine ſiue additione, iidem Arthur' et Ioh. vocant' ſiue appellant') omnes et ſingulas pecuniarum ſummas et quantitates, eidem conſtituenti debitas, competentes, et competituras, vigore Obligationis ſupradict', ſiue aliter. Et dictos Arthur' S. et Ioh. S. ſeu eorum alter', tam per corporis ſeu corpor', quam bonor' arreſtation', ſequeſtration', ſeiſiamenta, ad ſolution' & ſatisfact' faciend', compelland', et conſtringend'. Et cum tempus fuerit remittend', & relaxãd', ac remit. et relaxari mandand': Et de receptis, recuperatis, & habitis, quietand', liberand', & abſoluend', cum pacto ſolenni & expreſſorem ſemel habitam vlterius imperpetuum non petendum: Et ſi neceſſe fuerit pro præmiſsis omnibus & ſingulis coram quibuſcunque dom', Iudicibus, Maioribus, Burgi Magiſtris, Scabinis, Conſularibus, et aliis Iuſticiariis ſiue Commiſſariis, tam ordinariis, quam extraordinariis, ac cæteris Iuſticiæ miniſtris, tam Eccleſiaſticis quam ſecularibus, quacunque authoritate fungentibus & functuris comparendum, agendum, & experiend': Dictumque conſtituẽtem, & illius iura in omnibus & per omnia defendendum. Quaſcunque prouiſiones & iuris auxilia, arreſti, ſequeſtri, detentiones perſonarum & bonorum, & quæuis alia, impetrand' & obtinendum: libellos, poſitiones, & capitula dandum, datiſque reſpondendum: Litem & lites conteſtandum: De calumnia vitanda, & quoduis alterius generis licitũ iuramentum in animam ipſius Conſtituentis præſtandum, & ex aduerſo præſtari videndum: Sententias & acta quælibet fieri faciendum & exequendum: Expenſa, damna, & intereſſe petendum, & taxari faciendum, proteſtandum, ſententiandum, appellandum, & appellationes proſequend': Denique cum eis ſeu eorum altero concordand', concludend', & pacificandum: Et inſuper omnia alia acta Iudicialia, & extra Iudicialia faciendum, quæ merita cauſarum, iuris ordo, & facti qualitas exigunt & requirunt: vnum quoque vel plures Procuratorem vel Procuratores loco eius cum ſimili aut limitata poteſtate ſubſtituend': Eumque vel eos reuocandum, prout ipſi procuratori melius videbitur & placebit. Et generaliter ad omnia & ſingula alia faciendum, quæ ipſemet conſtituens facere poſſet ſi præſens perſonaliter intereſſet, etiam ſi talia forent quæ mandatum exigerent magis ſpeciale, vel præſentiam eius perſonalem:

ſonalem: Promittens dictus conſtituens mihi dicto Notario vt publicæ perſonæ ſtipulanti et recipienti, ſe ratum, gratum, validum, ac firmum perpetuo habiturum, quicquid per dictum Procuratorem in præmiſsis actum, geſtum, procuratumue fuerit, ſub hypotheca & Obligation' omnium & ſingulorum bonorum ſuorum mobilium et immobilium, præſentium & futurorum, ac ſub omni iuris & facti renunciatione ad hæc neceſſaria pariter & cautela; Rogans per me Notarium antedict' ſibi inde confici Inſtrumentum vnum vel plura. Actum Londini in ædibus mei dicti Notarii in &c. ſitis, præſentibus tunc ibidem A.B. & C.D. Teſtibus ad præmiſſa vocatis atq; rogatis, ann', die, & menſe ſupradictis: Et in maiorem fidem præmiſſorum dictus conſtituentis præſentibus ſigillum ſuum & manus ſuæ ſubſcriptionem appoſuit.

A certificat of depoſitions of witneſſes vnder ſeale of a Citie: Alſo a Procuration annexed.

Sect. 672.

VNiuerſis & ſingul' Chriſti fidelibus præſentes literas viſuris, lecturis, vel audituris, Iohannes B. Eques auratus, Maior ſiue Præfectus celeberrimæ ciuitatis Londini in Anglia, eiuſdemq; Ciuitatis Aldermanni ſiue Senatores, ſalutem in domino ſempiternam. Nouerit Vniuerſitas veſtra, qd die in calce præſentium retroſcripta, coram nobis perſonaliter comparuerunt & præſentes fuerunt, probi & honeſti viri, Iohannes S. Burgenſis prædict' Ciuitatis Londini, annum xxix. agens vel circiter, nuper Miniſter & Actor negotiorum I.E. Mercatoris Londinenſis, et G.S. xxviii. annum agens vel circiter, Miniſter & Actor negotiorum Gulielmi E. probi & honeſti viri, et inſignis Mercatoris prædict' Ciuitatis Lond'; Qui neque metu, dolo, fauore, precibus, ira, inuidia, odio, malitia, nec aliqua alia ſiniſtra machinatione circumuenti nec ſeducti (vt coram nobis confeſſi ſunt et recognouerunt) ſed ex eorum propriis et ſpontaneis voluntatibus, et vt veritas in hac parte omnibus euident' pateat, ac requiſiti exiſtentes per præd' G.E. ad veritatem in ea parte dicend' & proferend', per & ſuper eorum iuramenta modo conſueto præſtita, ad ſancta Dei Euangelia eorum manibus dextris primitus tacta, dixerunt, depoſuerunt, declarauerunt, & certificauerunt, vt ſequitur, videlicet: Præfatus I.S. in virtute Inſtrumenti eius prædicti dixit, depoſuit, declarauit, & certificauit; Quod ipſe in Ciuitate Hamburgi in partibus tranſmarinis reſidens in anno domini 1576. Menſe maii, tunc & ibidem poſſidens omnia & ſingula illa bona & merces quæ inſcribuntur & exprimuntur in quadam ſchædula præſentibus literis annexa, pro ſe & in nomine ſuo ſtipulans, vt de bonis ſuis propriis, pro ſummâ 420. libr' monetæ Flandriæ ſibi per præfatum G.S. in nomine prædict' G. E. adtunc ſolut',

lut', vendidit, tradidit, & liberauit abſolutè & bona fide prædict' G.S. in eadem ciuitate Hamburgi prædict' menſe Maii, anno ſupradicto, pro vice & in nomine prædicti G.E. recipientis & ſtipulantis omnia prædicta bona & merces, ad vſum eiuſdem G.E. Et prædictus G.S. ſimiliter in virtute iuramenti eius prædicti dixit &c. quod ipſe in prædicta Ciuitate Hamburgi præd' menſe Maii prædicto anno 1576. pro vice & nomine prædicti G.E. ſtipulans & recipiens, emit & recepit ad vſum ipſius G.E. de prænominato I.S. præd' bona & merces pro prædicta ſum 420. libr', quam tunc & ibidem de bonis eiuſdem G.E. eidem I.S. tradidit & perſoluit. Et quod viceſimo ſexto die ſupradicti menſis Maii, anno præd' vel circiter, eadem bona & merces (duobus ſacculis calculorum exceptis) onerata fuere in portu, ſiue iuxta portum Hamburgi prædict', in quibuſdam nauibus Anglicis per præfatum G.S. pro & in nomine, & ad vſum dicti G.E. ſignata cum ſigno eius vſuali hic in margine conſcripto, & de eiſdem Nauibus poſtea ablata fuere per quoſdam adtunc homines dicto G.S. ignotos, antequam Naues illæ de portu & iuriſdictione Hamburgi prædict' ſolut' & liber' fuerunt. Et inſuper nouerit vniuerſitas veſtra, quod dicto die in calce præſentium retroſcripto, coram nobis perſonaliter comparuit & præſens fuit prænominatus G.E. qui ſponte & deliberatè, ac certa ſcientia ſua, omnibus melioribus via, modo, iure, & forma, quibus magis, melius & validius potuit, & poteſt, fecit, conſtituit, creauit, nominauit, deputauit, & ſolenniter ordinauit, dilectos ſibi in Chriſto prouidos & diſcretos viros, I.S. Mercatorem Angliæ H. commorantem, & G.T. de prædicta Ciuitate Londini Mercatorem, licet abſent' tanquam præſentes, ſuos, veros, certos, legitimos, & indubitatos procuratores, aucthores, actores, & negotiorum ſuorum infraſcriptorum geſtores ac nuncios generales & ſpeciales, coniunctim & diuiſim, & vtrumque eor', per ſe & in ſolido: Ita tamen quod generalitas ſpecialitati non deroget, nec è contra; Et ita qd non ſit melior conditio occupantis, nec deterior ſubſequent', ſed qd vnus eor' inceperit, id quilibet eor' liberè proſequi valeat, mediare, finire, & determ', ac ad effect' producere, viz. ſpecialit' & expreſſe in nomine & vice ipſius Conſtituen', ad petend', exigendum, leuand', recipiendum, recuperandum, & habendum, ac habuiſſe & recepiſſe confitendum: in iudicio & extra, tam in prædicta ciuitate H. quam in quacunque alia ciuitate, & in quibuſcunque aliis locis & partibus tranſmarinis, à quocunque & quibuſcunque homine & hominibus, loco, corpore communi, collegio, ſocietate, populo, & vniuerſitate eccleſiaſticis & ſecularibus, ac de, & in bonis quorumcunque, & in quacunque re, omnia & ſingula prædicta bona & merces memorata in præd' ſcædula præſentibus annexa, Ac omnes, ſingulas, & quaſcunque ſummas, & quantitates denariorum, pecuniarum, ſummarum, debitorum, rerum, mercium,

mercium,& bonorum quorumcunque ſibi dicto Conſtituenti in partibus tranſmarinis qualitercunque debita ac ſpectant', ac ipſius Conſtituentis vice & nomine,& pro eo,omnia & omnimoda cauſam,actionem, querelas, petitiones,proceſſus,& demanda quæcunque pro præmiſſis,& eorum quolibet,coram quibuſcunque Iudicibus vel Iuſticiar' quacunq; auctoritate fungentibus, ad proſequendum, implacitandum, agendum, producendum,exequendum,defendendum, excipiendum, & recipiendum: Libellum ſeu libellos, & quaſcunque alias petitiones dandum & afferẽdum: Iuramentum de calumnia & de veritate dicenda, ac quodlibet aliud genus liciti ſacramenti in animam ipſius Conſtituentis,præſtandũ, ponendum, & articulandum: poſitionibus aduerſæ partis reſpond': Teſtes,literas, inſtrumenta,& alia quæcunq; probation' genera producend' & exhibend', ac producta & exhibita ex aduerſa parte reproband', et impugnand',in cauſa ſeu cauſis concludend': ſententias tam definitiuas quam interlocutor' audiend',& fieri petend',ac defectiuas opponend' & obiicend',obiectiſque reſpond': damna,expenſa,et intereſſe quolibet petend' et recipiend', Iudicis officium implorand', et à ſententiis præd' et ear' qualibet grauamine quocunq; prouocandum et appelland': prouocationes et appellationes ipſas proſequendum et inſinuandum, et ipſas ſi libuerit renunciandum. Et de receptis et recuperatis, et ſuper fine et concordia, acquietancias licitas & opportunas dandum, concedend', et liberandum: et generalit' in præmiſſ. et eorum quolibet, omnia et ſingula agend' et procurand', exercend', dicend',gerend', continuand', finiend', et exequend', quæ circa præmiſſa,et quodlibet præmiſſor' neceſſaria fuerint,& quomodolibet opportuna,ſiue de eiſdem dependẽtia annexa aut vtilia: Licet talia forent q̃ mandat' exigerent' magis ſpeciale, quam præſentibus expreſſum. Vnum etiam ſiue plures procurator' ſiue procuratores ſimilem ſiue limitatam poteſtatem habentes eor' locis ſubſtituend', et eoſdem reuocand'. Promittens dictus Conſtiuens, ſe ratum et gratum,firmum et ſtabile habiturum,totum et quicquid per Atturnatos et procuratores ſuos præd', vel eorum aliquem, aut per eor', vel alicuius eorum ſubſtitutos, actum,factum,geſtum,petitum, procurat', aut quomodolibet adminiſtrat' fuerit in præmiſſis,aut aliquo præmiſſorũ, ita effectualiter ſicut ipſemet Conſtituens præſens et perſonaliter intereſſet. In quorum omnium et ſingulorum fidem et teſtimoniũ,nos præfat' Maior et Aldermanni, Sigillum officii noſtri Maioratus præſentibus apponi fecimus. Prædictuſque Conſtituens in maiorem euidentiam approbationis et conſenſus ſui poteſtati præd' ſic vt præfertur factæ,Sigillũ ſuum præſentibus appoſuit, Datum Lond' nono die Septembris, anno Domini &c. annoque regni Reginæ Elizabethæ &c.

A Conſtitution by Merchants, of a Factor to deale generally for them.

IN Dei nomine Amen, Vniuerſis Iudicibus, Gubernatoribus, ac iuſticiæ diſpenſatoribus, tam per mare quam per terras in omnibus regnis, ditionibus, et iuriſdictionibus quibuſcunque, T.S. & R.S. inclitæ Ciuitatis Londin' regni Angl' Mercatores, Salut': Nouerit vniuerſitas veſtra, nos præd' C. & S. pro nobis, nominibus, & vicibus noſtris, conſtituiſſe, deputaſſe, ordinaſſe, & harum literarum ſerie declaraſſe, E.L. noſtrum verum, certum, legitimum, general' ac ſpecial' Nuncium, factorẽ, procuratorem, & noſtror' negotiorum omnium et ſingulorum quorumcunque actorem, prout dicto E. & Subſtitutis ſuis quibuſcunque de tẽpore in tem̃p opportunum videbitur, ſic tamen in omnibus vt generalitas ſpecialit', & ſpecialitas general' nihil deroget: Dantes & per præſentes concedentes dicto Procurat' noſtro, ac Subſtitutis ſuis quibuſcunq; totũ & integram poteſtatem & authoritatem noſtras in præmiſsis, ac omnibus & ſingulis rebus, negotia noſtra tangentibus agendi, dicendi, procurandi, allegandi, negandi, confitendi, allocandi, & recuſandi, quicquid ſibi in eiſd' vel in eorum aliquo videbitur neceſſarium & vtile, in omnibus locis iudicii & iuſticiæ, et coram Iudicibus quibuſcunq; : Necnon Aduocator', Procuratores, Legiſque peritos, ad præd' negotia noſtra conducendi, & pro nobis & nominibus noſtris producendi teſtes & teſtimonia quæcunq; ad cauſas noſtras ritè & legitimè prouocandas & tuendas, & alia omnia & ſingula quæ in præmiſsis, vel eorum aliquo poſsint cadere opportuna, pro nobis & nominibus noſtris exigend', perficiendi, & totalit' finiendi, prout noſmetipſi potuerimus, ſi ibidem præſentes perſonaliter eſſemus. Rata & grata, firmaq; & ſtabilia habentes & habituri totum & quicquid dictus Procurator noſter fecerit, ſeu fieri procurauerit in præd' negotiis nr̃, vel eorum aliquo, ſeu in aliquibus circumſtantiis aut ceremoniis, eadẽ vel eorum aliqua tangentibus. In cuius rei &c. Sect. 673.

A Subſtitution by him to whom a Procuration is made.

ANno à Natiuitate Domini noſtri Ieſu Chriſti, Mileſimo quingenteſimo &c. viceſimo die menſis Decemb. Coram me A.B. Notar' &c. ac teſtibus &c. præſens et perſonaliter Conſtitutus comparuit T.W. Londinenſis Procurator procuratorio nomine conſtitutus per egregiũ virum A.B. de &c. ad ſubſtituend', & quam plurima alia faciend', procurandumque, prout & ſicut in quodam mandato mihi Notario per præfat' T.W. oſtenſ. continet', ſubſequent' tenor'. In Dei nomine Amen &c. Sect. 674.

(reciting

(reciting the Procuration verbatim), qui quidem T.W. vigore dicti ſui mandati, et omni meliori modo, via, iure, et forma, quo, et quibus magis et melius poterit, et ei licuit, ſubſtit', et loco ſui ipſius poſuit probus, necnon diſertos viros A.B. et C.D. mercatores Middleburgenſis, licet abſentes tanquam præſentes, ad ea omnia et ſingula faciend', procurandũque quæ ipſemet Conſtituens vigore dicti ſui mandati facere poteſt, in ſeipſo nihilominus reſeruando et retinendo principali mandat' antedict'. Rogans per me Notarium &c. actum &c.

A Reuocation of a former Procuration.

Sect. 675. VNiuerſis & ſingulis &c. Tho. R. ſalut'. Nouerit vniuerſitas veſtra, quod die in calce præſentium retroſcripto, omnibus melioribus viis, modo et forma, quibus potuit et poteſt, reuocauit et reuocat, et omnimodam poteſtatem et authoritatem per ipſum Th. R. præantea conceſſa ſiue data cuidam I.G. mercatori, ad proſequend', agend', ſeu exequend', aliqua negotia dicti Th.R. Ita qd dictus I.G. poſthac nullam pecuniarum ſummam, bona, ſeu aliqua alia recuperata, recuperanda, ſeu recipiend', & ad dict' Th.R. ſeu eius iura qualitercunq; debentia ſiue ſpectantia, recipeat ſeu habeat, nec aliquam concordiam aut acquietantiam, præmiſſa ſeu eorum aliquid concernentem faciat, deliberet, vel concedat, ſeu aliquid aliud vigore prædict' poteſtatis, ſiue authoritatis, faciat, agat, perficiat, ſeu exequi poſſet quomodolibet. In quorum omnium et ſingulorum fidem, et teſtimonium &c.

An Indenture quadrupartite to leuie a fine or ſuffer a recouery, with limitation of vſes, ſome part of the premiſſes to the vſe of the husband and his heires (by whom ſome part of the conſideration is payd) the other part of the premiſſes to the vſe of the feoffees and their heires, in truſt for the vſe of the wife, and diſpoſable at her pleaſure; by whom the greateſt part of the conſideration is payd: with ſeuerall couenants; that as well the husband as the feoffees ſhall quietly enioy &c. The wife, hauing before marriage conditioned with her husband, to haue the free diſpoſall of certaine ſummes of money, which ſhee is now content to beſtow vpon a purchaſe, ſo as ſhee might in like manner freely diſpoſe thereof, with which her husband is contented.

A declaration by the wife for the diſpoſall thereof.

THis Indenture quadrupartite made &c. Betwéene R.D. of &c. See f. 676. T.B. of &c. and A. his wife on the ſecond part: A.L. &c. and I.W. of &c. on the third part: and G.N. of &c. R.R. of &c. and R.H. of &c. on the fourth part, Witneſſeth, that the ſayd R.D. for, and in conſideration of the ſumme of two ſhillings of lawfull money of England, to him in hand payd therefore by the ſayd T.B. and the other part reſidue thereof by ſome truſted, by the ſayd A. at and before the enſealing and deliuery of theſe preſents, of which ſayd ſeuerall ſummes, he the ſayd R.D. acknowledgeth the receite by the hands of the ſayd T.B. and A. and himſelfe thereof fully ſatisfied, and thereof, and of euery part and parcell thereof, doth acquite and diſcharge them the ſayd T.B. and A. his wife, their executors and adminiſtrators, doth couenant, grant and agrée to and with the ſayd G.N. R.R. and R.H. and euery of them, their and euery of their heires and aſſignes by theſe preſents, that he the ſayd R.D. ſhall and will at the coſt and charges in the Law, of them the ſayd T.B. G.N. R.R. and R.H. before the end of Hilarie terme next enſuing the date of theſe preſents, before the Iuſtices of his Maieſties Court of Common Plees at Weſtminſter, knowledge or leuy one or more fine or fines ſur conuſanze de Droit condition ceo, and with proclamations in due forme of law, to bee had and made thereupon, according

cording to the common course of fines with proclamations, in such cases vsed vnto the sayd T. B. and his heires of, and in all that close &c. more or lesse, and all woods, vnderwoods, and trées growing, in and vpon the premisses or any part thereof, and all wayes, waies, commons, profits, commodities, emoluments, and hereditaments whatsoeuer, to the aforesayd premisses, or any part thereof, belonging or in any wise appertaining, or to or with the same vsually occupyed or enioyed, or accepted, reputed or taken as part or parcell thereof, or belonging thereunto, and all other the messuages, lands, tenements, and hereditaments, of him the sayd R. D. in S. &c. by the name and names of &c. with the appurtenances in S. &c. or by any other name or names as by the counsell of the sayd T. B. shall bee reasonably aduised, which fine and fines so or in any other manner to be had and leuied; and all other fines heretofore leuyed or hereafter to bee leuyed betwéene the sayd parties, or any of them, within the time aforesayd, of the premisses or any part thereof, shall be & inure, & shall be adiudged, construed and taken to be & inure to the vse & behoof of him the sayd T. B. & his heirs to the end and purpose and vntill the seuerall recoueries shall be had against him, of the seuerall and respective premisses lying in the sayd seuerall counties of R. and L. and to the intent, that the sayd T. B. may be perfect tenant of the fréehold of the premisses: so as perfect recoueries may bee had and suffered against him, to the vses and intents, and vpon the trusts and confidences hereafter expressed. And it is further couenanted, concluded and agréed, by and betweene all the sayd partyes to these presents, that immediately from & after the sayd fine or fines so had and leuied, it shall and may be lawfull to and for the sayd A. L. and I. W. &c. And they the sayd A. L. and I. W. and either of them for so much as concerneth himselfe, and by him to be performed, doth hereby couenant and grant to and with the sayd T. B. G. D. R. R. and R. H. or euery of them, and their heires, that the sayd A. L. and I. W. or the suruiuor of them shall and will at the like costs and charges of the sayd T. B. G. D. R. R. and R. H. or any of them, sue out and prosecute, or suffer to be sued out and prosecuted in their names or in the name of the suruiuor of them out of the high Court of Chancery seuerall writs of Entry sur disseisin in le post, returnable before the Iustices of the Court of Common plees at Westminster (as in such causes is vsed for the suffering of common recoueries) against the sayd T. B. by one of which, they the sayd A. L. and I. W. or the suruiuor of them shall and may demand against him the sayd T. B. the foresayd premisses, in the sayd county of R. by the names of &c. with the appurtenances in V. &c. or by such other name or names as shall be requisit, & by the other of them shall and may demand against the sayd T. B. the aforesaid premisses, in the sayd County of L. by the names of &c. and common of pasture for

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all manner of cattell with the appurtenances in S. or by such other names as shall be requisit, and after the appearance of the sayd T. B. they the sayd A. L. and I. W. or the survivor of them shall declare against him in the same Court, and the sayd T. B. after such writs brought against him, shall in person or by his Atturney, sufficiently Authorized severally appeare thereunto, and make defence, and thereupon presently vouch and call to warrantie the sayd R. D. and it is hereby also further agreed by and betweene the sayd parties to these presents. That vpon such severall vouchers made, he the sayd R. D. shall and will appeare in proper person, or by his Atturney or Atturnies lawfully and sufficiently in that behalfe authorized, & gratis enter severally into the warrantie, And thereupon forthwith severally and respectiuely vouch to warranty the common vouch, to the intent that the common vouchee shall appeare, plead and imparle, and after imparlance make default, to the end perfect recoueries may be had, and severall and respective Judgements giuen for the demandant or demandants in the same writs of Entry sur disseisin, against the said T. B. for recouery of the premisses: And likewise for the sayd T. B. to recouer in value against the sayd R. D. and for him the sayd R. D. to recouer in value against the common vouchee, according to the manner and course of common recoueries for assurances of lands, in such cases vsed, and that execution may be thereupon had & executed accordingly: And it is further concluded, declared and agreed by and betweene the sayd parties to these presents, that immediately from and after such severall recoueries, or any other severall recoueries, so or in any other manner had and executed, of the premisses, by and betweene the sayd parties, or any of them, as well the sayd fine and fines as the sayd recoueries, and all other fines and recoueries, to be had and suffered betweene the sayd parties, or any of them of the premisses, or any part thereof, and the full force, effect and execution of them and euery of them shall be and inure, and shall be deemed, adiudged, construed and taken to bee and inure to the vses, intents, and purposes following: And vpon the speciall trust and confidences hereafter, in, and by these presents limited and expressed, and to no other vse, intent, or purpose whatsoeuer (that is to say) of and concerning the sayd close &c. with their and euery of their appurtenances in S. aforesayd in the sayd County of L. now or late in the severall tenures or occupations of &c. withall lands &c. and hereditaments, to them and euery of them belonging or vsually occupyed or inioyed, as part or parcell of or belonging to them or any of them. And the sayd close &c. with the appurtenances called T. with all wayes, waters, commons, profits, commodities and hereditaments whatsoeuer to the sayd last mentioned closes, messuages, tenements and cottages, or any of them, or any part or parcell thereof, belonging or in any wise ap-

pertaining, or vsually occupied or inioyed, or accepted, reputed, or taken as part or parcell thereof, or belonging thereunto, and all woods, vnderwoods, and trees growing vpon the sayd last mentioned premisses, to the vse and behoofe of the sayd G. D. R. R. and R. H. their heires and assignes for euer. Neuertheless vpon speciall trust and confidence that the same shal be to and for the benefit of her the sayd A. and of such other person or persons, and for such estate and estates, and vpon and vnder such prouisoes, powers of reuocation, conditions & limitations, and in such sort, manner, and forme as shee the sayd A. by any writing or writings, sealed and signed with her owne hand, in the presence of three credible witnesse, at the least, shall from time to time grant and appoint, and for lacke of such limitation and appointment, then after the decease of the said A. for the benefit of I. B. sonne and heire apparent of the sayd T. B. and of the heires and assignes of the said I. B. for euer, and in no wise for the benefit of the sayd T. B. vnlesse it shall be so, by her the sayd A. limited and appointed as aforesayd, And vpon this further trust and confidence, that they the sayd G. D. R. R. and R. H. and their heires, shall not onely permit and suffer her the sayd A. and such as shee shall limit the same vnto as aforesayd, to receiue, perceiue, and take, the rents, issues, and profits thereof, but shall also vpon reasonable request conuey and assure the premisses accordingly, and of, and concerning the closes called &c. with their and euery of their appurtenances, and all woods, &c. or any part thereof, and all wayes, waste, commons, profits, commodities, emoluments and hereditaments whatsoeuer, to the sayd last mentioned premisses, or any part thereof, belonging or in any wise appertaining, or to, or with the same vsually occuppyed or enioyed, or accepted, reputed, or taken as part, parcell or member thereof, or belonging thereunto, and all other the messuages, lands, tenements, and hereditaments aforesayd, whereof no vse is to the sayd G. D. &c. before herein limited & appointed, to the vse and behoofe of him the sayd T. B. his heires and assignes for euer, absolutely and to no other vse, intent or purpose whatsoeuer. And the sayd R. D. for him, his heires, executors, and administrators, doth couenant and grant, to, and with the sayd T. B. his heires and assignes, for & concerning so much, and such part of the premisses aforesayd, as are limited hereby to the vse of him the sayd T. B. and his heires, and also to and with the sayd G. D. &c. and their heires, for and concerning so much, and such part of the foresaid premisses as are hereby limited to the vse of them & their heires, in manner and forme following, viz. that he the sayd R. D. is, and vntill the estates shall be lawfully executed and setled according to the true intent of these premisses, shall be, remaine and continue lawfully and rightfully seised, of and in the aforesaid premisses, and euery part and parcell thereof, of a good, sure and indefeseable estate in

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fée ſimple or fée taile, without any condition, power of reuocation, proviſo, limitation of vſe or vſes, or other matter or thing whatſoeuer, to determine, alter, or make voyd the ſame eſtate, and without any reuerſion or remainder in the Kings Maieſty, and that he hath good right and lawfull power to conuey the ſayd premiſſes, in ſuch manner and forme, as in and by theſe preſents are limited and mentioned to be done, and that all and ſingular the aforeſayd premiſſes, and euery part thereof are, and ſo for euer hereafter ſhall be, remaine & continue, frée & cléere, or vpon reaſonable requeſt ſhall from time to time well and ſufficiently be ſaued and kept harmeleſſe by the ſayd K. D. his heires, executors, or adminiſtrators, of and from all former and other bargaines, ſales, gifts, grants, ioyntures, dowers, iudgements, ſtatutes, recognizances, intruſions, debts to the Kings Ma. his heires or ſucceſſors, leaſes, eſtates, charges, & incumbrances whatſoeuer, had, made, committed or done, or to be had, &c. by him the ſaid K. D. or I. D. his Brother, or by his late Father E. D. deceaſed, or by his late Grandfather E. D. deceaſed, or any, or either of them, or by any, or either of their heires, or by any other perſon or perſons lawfully claiming, or to claime, from, by, or vnder them, any or either of them, or by or vnder their, any or either of their right, title, meanes, procurement, or conſent: And further, that it ſhall and may be lawfull, to, & for the ſayd T. B, G. M. &c. their heires & aſſignes reſpectiuely, according to their ſeuerall eſtates herein before limited vnto them, by the true intent of theſe preſents, quietly and peaceably to haue hold, & inioy the aforeſaid premiſſes, & euery part and parcell thereof, according to the intent and true meaning of theſe preſents, without any let, trouble, deniall, or interruption, for, or by him the ſayd K. D. or of his heires or aſſignes, or the ſaid I. D. his brother, his heires or aſſignes, or of, or by any other perſon or perſons lawfully clayming or to claime from, or vnder him the ſayd K. D. or from or vnder him the ſaid I. D. his brother, or by the ſaid E. D. his late father, or E. D. his late grandfather, or by their or any of their meanes or procurement: And further, that he the ſayd K. D. his heires and aſſignes, and his foreſayd brother I. D. his heires, and aſſignes, and all other perſon and perſons which may haue, or hereafter ſhall or may haue, or lawfully claime any lawfull eſtate, right, title, intereſt or demand, of, in, out of or to the premiſſes or any part thereof, by, from or vnder him the ſayd K. D. or his aforeſayd brother, father, or &c. ſhall & will at all times during the ſpace of ſeuen yeares next enſuing the date thereof, vpon reaſonable requeſt and at the coſts and charges in the law, of the ſayd T. B. his heires or aſſignes for and concerning ſo much and ſuch part of the aforeſaid premiſſes, as are before herein mentioned and expreſſed, to be to the vſe of him the ſayd T. B. and his heires; and vpon the like reaſonable requeſt, coſts &c. of the ſayd G. M. &c. or any of them,

their or either of their heires or assignes, for and concerning such other part of the foresayd premisses as are before herein limited, to the vse of them and their heires, doe make, knowledge, and execute, and cause to be done &c. all such further acts, deuises and Assurances in the law whatsoeuer, for the better and surer conueying and assuring of the premisses, and euery or any part thereof, according to the intent and true meaning of these presents, as by them the sayd T. B G. M. &c. respectiuely, their or any of their heires or assignes, or by their or any of their counsel learned in the law, shall bee reasonably aduised & required, so as no such further assurance containe further Warrantie, than according to the true intent & meaning of these presents: and so as the sayd B. D. or his heires, or the sayd I. D. or his heires be not compelled for making, or perfecting of any such further assurance to trauell, from the place of his or their dwelling or vsuall abode, vnlesse it be to the Cities of L. and W. And the sayd B. D. for him, his heires, executors, and administrators, doth further conenant, promise, and grant to and with the sayd T. B. his heires & assignes, for and concerning so much and such part of the foresayd premisses, as are limited to the vse of him and his heires absolutely: And to and with the sayd G. M. &c. and their heires, for and concerning so much and such part of the foresayd premisses, as are limitted to the vse of them and their heires: That he the sayd B. D. his heires, executors and administrators, shall and will from time to time vpon reasonable request in that behalfe to bee made, deliuer, or cause to be deliuered to him the sayd T. B. and to them the sayd G. M. &c. respectiuely, true and perfect copies of all such deeds, euidences, escripts, muniments, & writings concerning the premisses or any part thereof, as he the said B. D. his heires, executors, or administrators, or any other to his or their vse, or by his or their deliuery, hath, or haue, or hereafter shall haue the same to be copied out, at the costs and charges of them the sayd T. B. G. M. &c. their heires or assignes, or some or one of them respectiuely. In witnesse whereof &c.

A declaration by the wife for the disposall thereof.

Sect. 677. TO all Christian people, to whom these presents shall come, I A. wife of T. B. of S. &c. send greeting in our Lord God euerlasting. Whereas B. D. of G. &c. by good and sufficient conueyance in the law, hath lawfully conueyed and assured to the vse of G. M. &c. of &c. their heires and assignes, all that &c. as in and by an Indentvre quadripartite bearing date the &c. made betweene him the sayd B. D. on the first part, the sayd T. B. and me the sayd A. on the second part, A. L. of &c. and I. W. of &c. on third part, and them the sayd G. M. &c. on the fourth part, amongst other things at large appeareth: in which Indenture immediately after the limita-

limitation of the before mentioned premisses, to the vse of them the sayd G.M. &c. and their heires, there is added a clause in these words, or to this effect: Neuertheleſſe vpon speciall trust and confidence, &c. as by the sayd Indenture more plainely also may appeare: Now know yee that I the sayd A. by this my present writing, sealed and signed with mine owne hand in the presence of three credible witnesses, whose names are hereupon indorsed, doe limit & appoint the forementioned premisses, and every part and parcell thereof, to be immediately after my decease, to and for the benefit of I.B. and his heires for euer, vnleſſe I shall hereafter by any other writing, sealed and signed with my own hand, in the presence of three credible witnesses at the least, otherwise limit and appoint the same or any part thereof. Prouided alwayes, that in case I shall at any time or times, by any writing or writings, sealed and signed with my owne hand, in the presence of three credible witnesses at the least, declare my minde to be to reuoke, frustrate, or make voyd the foresayd limitation and appointment so made, to, and for the benefit of him the sayd I.B. and his heires as aforesayd, of, for, or concerning the foresayd premisses, or any part thereof, That then and immediately after such declaration of my minde so made, this present limitation for and touching the premisses, or such part thereof as I shall so declare my minde to reuoke or make voyd, shall be reuoked, frustrate and voyd, as though these presents had not beene, and then, and in such case it shall bee lawfull for me either by the same writing of reuocation, or at any time or times hereafter, by any other writing or writings, sealed and signed with my owne hand in the presence of three credible witnesses at the least, to limit and appoint the aforesayd premisses, or such part or parts thereof, concerning which I shall make my reuocation, or any part thereof, to such person or persons, and for such estate and estates, and vnder such prouisoes, conditions, powers of reuocation, and in such sort, manner and forme as by me shall be thought fit. In witnesse whereof I haue signed and sealed this my present writing with my owne hand, in the presence of three credible witnesses, whose names are indorsed on the backe of these presents this day of &c. in the yeare &c.

A Commission to appoint a Surueyor, to surwey Lands in seuerall Countries, with couenants and conditions, and letters of Atturney as hereafter ensueth.

TO all Christian people, to whom this present writing shall come, to be seene, read, or heard, I. H. of H. in the County &c. knight sendeth greeting in our Lord God euerlasting. Know yee that I the said Sir I. H. Sect. 678.

for diuers & sundry good causes & considerations, mée hereunto especially mouing, haue deputed, authorised and appointed, and by these presents doe depute, authorize, and appoynt G. A. Esquire my true and lawfull Surueyor of all and singular my Lordships, Mannors, Messuages, Lands, Tenements, and Hereditatments, with all & singular their appurtenances whatsoeuer they bée, set and being in the Counties of D. and B. whereof at this present I stand seised of an estate of fée simple, fée taile, or for terme of my owne life, or for the terme of the life of another, in possession or reuersion. And further by these presents, doe giue vnto my sayd Surueyor full power and lawfull authority, for me and in my name, to giue, grant, demise, set and let, all and singular the premisses, or such part or parcell thereof, as to my sayd Surueyor shall seeme meete and conuenient, to any person or persons for their life, or for three liues at the furthest, or for the terme of twenty yeares, by copie of Court Rolls, or by Indenture according as they haue bin vsually let or set, with such couenants, clauses, conditions, & agrèements in possession or reuersion as to my sayd Surueyor shall seeme conuenient as aforesayd, whereupon the old and accustomed rents shall be reserued, to me the sayd Sir I. H. my heires and assignes for euer. And doe further authorize my sayd Surueyor by these presents, for me and in my stead, and in my name to seale all leases for life, liues, or yeares to be made as aforesayd, by Indenture, Copy of Court Roll or otherwise, to any person or persons so taking the same, or any part or parcell therof, ratifying, confirming, and allowing, all and whatsoeuer my sayd Deputy or Surueyor shall doe in the premisses. In witnesse whereof &c.

An Indenture tripartite betweene Executors, for the faithfull execution of a Will, with diuers couenants.

Sect. 679. THis Indenture tripartite, made the &c. Betweene Sir P. Filher of &c. of the first part, Ralph Forrest of N. in &c. Esquire of the second part, and R. B. of &c. Esquire on the third part. Whereas Katherine Melnin late of E. in the County of Kent Widow, late wife of one F. M. Esquire deceased, did by her last Will and Testament, bearing date the two and twentieth day of December in the yeare of our Lord God 1598. make and ordaine the sayd Sir P. Filher R. F. and R. B. her executors, of her sayd last Will and Testament, and did thereby commit vnto them great confidence and trust, for the disposing of her goods and chattels, and of some profits of lands, and for the full, due, and faithfull execution of the sayd last Will and Testament of the sayd B. M. as by the sayd Will and last Testament more at large appeareth. Now this present Indenture witnesseth, that for the better and more surer performance of the trust and confidence in the sayd parties to this presents reposed, and for full

and

and perfect manifeſtation of their carefull intentions and great reſpect they haue of the iuſt and true execution thereof, that it is couenanted, granted, concluded, condiſcended, and fully agréd, by and betwéene the ſayd partyes to theſe preſents, and euery of them doth couenant, conclude and agrée, to, and with the other, in manner and forme following, That whereas the ſayd Sir P. Fiſher hath and poſſeſſeth an equall and iuſt third part of all the Goods, Chattels, Plate, Iewels, and ſums of Money, which haue in any wiſe as yet come to the hands or poſſeſſion of the ſayd Sir P. Fiſher, R F. and R.B. and euery or any of them, as executors of the laſt Will and Teſtament of the ſayd R. M. or a full third part of the true and iuſt value of them, being accompted and diuided into three ſeuerall parts, And the ſayd R. F. one other equall and iuſt third part of the ſayd Goods, Chattels, Plate, Iewels, and ſummes of Money, or a full third part of the true and full value thereof, And the ſayd R.B. one other equall and iuſt third part of the ſayd Goods, Chattels, Plate, Iewels, and ſummes of Money, or a full third part of a true and iuſt value thereof, as by three ſeuerall books of particulars, one of which remaineth in the poſſeſſion of the ſaid Sir P. Fiſher, one other in the poſſeſſion of the ſayd R. F. and one other in the poſſeſſion of the ſayd R.B. and being ſubſcribed with euery one of their ſayd names doth and may appeare: Now the ſayd Sir P. Fiſher, for himſelfe, his heires, executors, and adminiſtrators, doth couenant and grant, to and with the ſayd Ralph F. and R.B. and either of them, their and either of their executors and adminiſtrators, and euery of them by theſe preſents, that the ſayd R. F. and R.B. their and either of their executors, and aſſignes, ſhall & may haue, retaine, keepe, or diſpoſe their ſayd ſeuerall third parts of the ſayd Goods, Chattels, and ſummes of Money towards the performance of the ſayd Will & Teſtament, & the couenants in theſe preſents contained, if in caſe the ſayd Sir P. Fiſher ſhall ſuruiue the ſayd Ralph F. and R.B. or either of them: And further alſo, that if at any time or times hereafter, any more Goods, Chattels, Iewels, Plate, ſumme or ſummes of Money, ſhall come vnto the hands or poſſeſſion of the ſayd Sir P. Fiſher, his executors, adminiſtrators, or aſſignes, for or by reaſon of the executorſhip of the laſt Will and Teſtament of the ſayd Katherine Pelain. That then hee the ſayd Sir P. Fiſher, his executors and aſſignes, ſhall and will, within three months next after reaſonable requeſt to him or them to be made, pay and deliuer one iuſt and equall third part, or the true value thereof, vnto the ſayd R. F. his executors or aſſignes, and one other iuſt and equall third part, or the true value thereof, vnto the ſayd R.B. his executors or aſſignes: And alſo that hee the ſayd Sir Philip Fiſher, his executors, adminiſtrators,

or

or aſſignes, ſhall and will, well and truely ſatiſfie and pay, or cauſe to bee ſatiſfied one full third part of all and euery Legacie and Legacies, bequeſt and bequeſts, and of all debts and other matters and things ariſing, growing due, payable or anſwerable, or to be due or payable, for, or by reaſon of the ſayd laſt Will and Teſtament, or for the execution of the ſame, or thereof, ſhall and will within three moneths next after reaſonable requeſt, acquit, diſcharge, or ſaue harmeleſſe the ſayd R. F. and R. B. and either of them, their and either of their executors, adminiſtrators, and aſſignes, and euery of them. And that neither hee the ſayd Sir Phillip Fiſher, at any time heretofore hath done, nor that hee, his executors, adminiſtrators, nor any of them at any time willingly or wittingly ſhall doe, procure, or cauſe to be done, any manner of act or thing without the conſent of the ſayd Ralph F. and R. B. their executors, adminiſtrators, and aſſignes that ſhall or may be any impediment or hinderance, to the execution of the ſayd laſt Will and Teſtament of the ſayd K. M. or whereby the ſayd Ralph F. and R. B. or either of them, their or either of their heires, executors, or adminiſtrators may be in any ſort charged or hindered, contrary to the true meaning of the ſame: And the ſayd R. F. for himſelfe, his heires, executors, and adminiſtrators, doth couenant and grant to and with the ſayd Sir Philip Fiſher, and R. B. and either of them, their and either of their executors, and adminiſtrators, and euery of them by theſe preſents, that they the ſayd Sir Philip Fiſher, and R. B. their and either of their executors and aſſignes ſhall and may haue, retaine, keepe, or diſpoſe their ſayd ſeuerall third parts of the ſayd Goods, Chattels, and ſummes of Money, towards the performance of the ſayd Will and Teſtament, and the couenants in theſe preſents contained, if in caſe the ſayd Ralph F. ſhall ſurmiſe the ſayd Sir Phillip Fiſher, and R. B. or either of them. And further alſo, that if at any time hereafter, any more Goods, Chattels, Jewels, Plate, ſumme or ſummes of Money, ſhall come into the hands or poſſeſſion of the ſayd Ralph F. his executors, adminiſtrators, or aſſignes, or for, or by reaſon of the executorſhip, of the laſt Will and Teſtament of the ſayd Katherine M. that then (vt prius) and ſo to the like couenants verbatim, on the part of the other, Mutatis mutandis. In witneſſe whereof the ſayd Sir Phillip Fiſher, and R. F. to one part of this Indenture tripartite, remaining in the cuſtodie of the ſayd Sir Phillip Fiſher, and the ſayd Ralph F. and R. B. to one other part of this Indenture remaining in the cuſtody of Sir Phillip Fiſher, and the ſayd Sir Phillip and R. B. to one other part hereof, remaining in the cuſtody of ſayd R. F. interchangeably haue ſet their hands and ſeales the day and yeare firſt aboue written.

A

A Leaſe of a Mannor, to be onely ſubſcribed and ſealed by the Leſſor with intent that the ſame ſhall be deliuered vpon the premiſſes by his Atturney.

A Letter of Atturney to deliuer the ſame accordingly.

A Letter of Atturney, by the Lord to receiue the ſame.

THis Indenture made &c. Betweene I.S. &c. of the one part, and R. D. &c. and E.R. &c. of the other part. Witneſſeth &c. hath demiſed, granted, bargained, and ſold, and doth by &c. vnto the ſayd R. D. &c. his executors, adminiſtrators, and aſſignes, all that the Mannor of &c. and all and ſingular Meſſuages, Houſes, Edifices, buildings, Lands, Tenements, Meadowes, Leaſours, Paſtures, Feedings, Rents, Reuerſions, Seruices, and Hereditaments whatſoeuer, to the ſoreſayd Mannor belonging &c. or accepted, reputed, or taken as parcell or member thereof, and all the part and parts of him the ſayd I.S. of and in the ſame, and the Reuerſion and Reuerſions, Rents and Profits whatſoeuer, of all and euery the ſayd Mannor and Premiſſes. To haue and to hold, the ſayd Mannor & all & ſingular &c. And the Reuerſion and Reuerſions, Rents, & Profits of the ſame, to the ſayd R.D. &c. their executors &c. from the feaſt &c. yelding &c. vnto the ſaid I.S. his heires or aſſignes, the yearly rent, or ſum, or value of &c. And the ſayd I.S. for him, his heires, executors, and adminiſtrators doth couenant &c. R.D. &c. their executors, adminiſtrators and aſſignes by &c. That hee the ſayd I.S. hath not done, or willingly ſuffered, nor hee or his heires will doe, nor willingly ſuffer any act or thing whatſoeuer, whereby, or by meanes whereof, they the ſayd R.D. &c. and their executors ſhall not, or may not quietly and peaceably haue, hold, occupy, poſſeſſe, and enioy the ſayd Mannor &c. for and during &c. And that it ſhall and may bee lawfull to and for the ſayd R.D. &c and their executors, for and during &c. hereby mentioned to be granted, peaceably &c. to haue &c. the ſayd Mannor and premiſſes in and by &c. without any let, trouble, dentall, diſturbance, or interruption of &c. and that freed from all incumbrances committed or done, or to be committed &c. by him the ſayd I.S. his heires or aſſignes, or any other perſon &c. lawfully claiming &c. or by or vnder his or their meanes, aſſent, conſent, title, intereſt or procurement. In Witneſſe whereof &c. Sect. 680.

This to be indorced.

Memorandum that vpon the day &c. I.B. by vertue of a Letter of Atturney

turney to him giuen, by the within named, which was shewed vnto vs entred into parcell of the within mentioned manno: of &c. in the name of the whole premisses in this Indenture mentioned and there deliuered, this Indenture as the deed of the sayd I.S. to T.C. and I. S. Atturney for the within named R. D. &c. to receiue the same, in the presence of &c.

A Letter of Atturney vpon the same Lease.

Sect. 681. TO all people &c. I. S. of &c. sendeth greeting, Whereas the said I.S. hath caused a writing to be drawne in forme of an Indenture, betweene him the sayd I.S. of &c. of the one part, and R.D. &c. of the other part, bearing date with these presents, purporting in effect and substance, a demise to be made by him the sayd I.S. to the sayd R.D. &c. of all that the manno: of &c. and of diuers other lands, tenements, and hereditaments therein mentioned from the feast &c. And the sayd writing so drawne he the sayd I. S. hath caused to bee ingrossed in parchment indented, And the one part of the sayd Indenture hath subscribed and sealed, in the presence of diuerse witnesses, as in and by the same more plainly may appeare: which he hath so done, to the intent the same might be deliuered, & lawfully executed as his deed vpon the premisses therin mentioned, or some part thereof, by his Atturney hereafter in & by these presents to that purpose nominated and appointed. Now know ye that the sayd I. S. for the better execution of his intent aforesayd, hath ordained, constituted, nominated and appointed, and doth by &c. in his place and steed put I.S. his true and lawfull Atturney, for and in the name of him the sayd I.S. to enter into the sayd Manno: of &c. herein before mentioned, or any part or parcell thereof, in the name of the whole, & possession thereof respectiuely, for & in the name and to the vse of him the sayd I.S. to take, and hauing so taken possession, the foresayd writing or part of parchment indented, subscribed, and sealed by him the said I.S. as aforesaid, to deliuer vpon the premisses, in the same mentioned or contained, or some part or parcell thereof to the sayd R.D. &c. their certaine Atturney or Atturnies in that behalfe, or any other to their vse, in the name & as the deed of him the sayd I.S. giuing & granting the sayd Atturney full power & authority in the premisses, respectiuely to do and execute whatsoeuer other matter or thing shall be necessary or expedient touching the same, as fully as the sayd I. S. might doe if hee were there present. In witnesse &c.

A Letter of Atturney by the Leſſees to take poſſeſſion of the aforeſayd premiſſes in their owne name from the foreſayd Atturney.

TO all people &c. Whereas I. S. of &c. hath cauſed a writting to be drawne in the forme of an Indenture, betweene him the ſayd I. S. &c. bearing date &c. purporting &c. a demiſe &c. by him the ſayd I. S. to the ſaid R. D. &c. of all that manno: &c. and of diuerſe other lands, tenements and hereditaments therein mentioned, from the feaſt &c. And the ſayd writting ſo drawne, he the ſayd I. S. hath cauſed &c. and the one part of &c. hath ſubſcribed &c. in the preſence &c. as in and by &c. which hee hath ſo done, to the intent the ſame might be deliuered and lawfully executed, as his deed vpon the premiſſes in the ſame mentioned, or ſome part thereof, by his Atturney to that purpoſe authorized, nominated, & appointed, as by the ſayd Letter of Atturney, bearing date &c. Now know ye that the ſayd R. D. &c. haue ordained, conſtituted, nominated, authorized and appointed, and doe by &c. ordaine &c. and in their place and ſtead put I. C. and I. S of &c. and each & either of them ioyntly, ſeuerally, and reſpectiuely, their true and lawfull Atturney and Atturnies, for them, and in their names and ſtead, to goe vnto the ſayd Manno: of &c. and of the ſayd writting or part of parchment indented, and of the premiſſes therein reſpectiuely mentioned and contained, and in their names and ſtead, and to their vſe, to take Liuery & poſſeſſion, of and from the ſayd I. S. or his certaine Atturney, authorized and appointed, or to be authorized and appointed, according to the tenure, purport and effect of the ſayd writing, reſpectiuely giuing and granting to their ſaid Atturnies, and to each or either of them, full power and authority, for them, and in their names, and to their vſes to doe, and accompliſh whatſoeuer other matter or thing ſhall be neceſſary or expedient for or concerning the taking or deliuery of the ſayd writting indented, and the poſſeſſion of the premiſſes therein reſpectiuely contained, in the names & to the vſes of them the ſayd R. D. and C. R. as fully as they themſelues might do if they were there perſonally preſent, and whatſoeuer their ſayd Atturnies or each or either of them ſhall lawfully doe, or cauſe to bee done, in or concerning the premiſſes, they will allow, ratifie, ann confirme. In witneſſe &c. Sect. 681.

FINIS.

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